

**BY SIGNING THIS AGREEMENT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL AND YOU ARE AGREEING TO ARBITRATE ALL CLAIMS ARISING OUT OF OR RELATED TO YOUR MEDICAL CARE AND TREATMENT**

**ARBITRATION AGREEMENT FOR CLAIMS ARISING OUT OF OR RELATED TO MEDICAL CARE AND TREATMENT**

Patient agrees that she has selected the undersigned provider for treatment. Patient is not required to use such provider and acknowledges that there are other competent physicians in Naples who perform the same services as the provider hereunder. In return for the provider agreeing to render treatment to the patient, the patient agrees to the terms of this Agreement as follows:

1. AGREEMENT TO ARBITRATE CLAIMS REGARDING FUTURE CARE & TREATMENT. The patient agrees that any controversy, including without limitation, claims for medical malpractice, personal injury, loss of consortium, or wrongful death, arising out of or in any way relating to the diagnosis, treatment, or care of the patient by the undersigned provider of medical services, shall be submitted to binding arbitration.
2. AGREEMENT TO ARBITRATE CLAIMS REGARDING PAST CARE & TREATMENT. The patient agrees that any controversy, including without limitation, claims for medical malpractice, personal injury, loss of consortium, or wrongful death, arising out of or in any way relating to the past diagnosis, treatment, or care of the patient by a provider of medical services, or the providers agents or employees, shall be submitted to binding arbitration.
3. WAIVER OF RIGHT TO JURY TRIAL. Both parties to this Agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of binding arbitration.
4. ALL CLAIMS MUST BE ARBITRATED BY ALL CLAIMANTS. All claims based upon the same occurrence, incident, or care shall be arbitrated in one proceeding. It is the intention of the parties that this Agreement bind all parties whose claims may arise out of or relate to treatment or services provided by the provider of medical services, including the patient, the patient's estate, any spouse or heirs of the patient, and any children of the patient, whether born or unborn, at the time of the occurrences giving rise to the claim. In the case of any pregnant mother, the term "patient" herein shall mean both the mother and the mother's expected child or children. By signing this Agreement, the parties consent to the participation in this arbitration of any person or entity that would otherwise be a proper additional party in a court action.
5. ARBITRATION PROCEDURES. The parties agree and recognize that the provisions of Florida Statutes, Chapter 766, governing medical malpractice claims shall apply to the parties and/or claimant(s) in all respects except that at the conclusion of the pre-suit screening period and provided there is no mutual agreement to arbitrate under Florida Statutes 766.106 or 766.207, the parties and/or claimants(s) shall resolve any claim through arbitration pursuant to this agreement. Within (15) fifteen days after a party to this Agreement has given written notice to the other of a demand for arbitration of said dispute or controversy, the parties to the dispute or controversy shall each appoint an arbitrator and give notice of such appointment to the other. Within a reasonable time after such notices have been given the two arbitrators so selected shall select a neutral arbitrator and give notice of the selection thereof to the parties. The arbitrators shall hold a hearing within a reasonable time from the date of notice of selection of the neutral arbitrator. The parties agree that the arbitration proceedings are private, not public, and the privacy of the parties and of the arbitration proceedings shall be preserved.

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6. ARBITRATION EXPENSES. Expenses of the arbitration shall be shared equally by the parties to this Agreement.

7. APPLICABLE LAW. Except as herein provided, the arbitration shall be conducted and governed by the provisions of the Florida Arbitration Code, Florida Statutes, Section 682.01 et seq. In conducting the arbitration under Florida Statutes, Section 682.01 et seq., all substantive provisions of Florida law governing medical malpractice claims, including but not limited to, Florida's Wrongful Death Act, the standard of care for medical providers, and the applicable statute of limitations shall apply. The arbitrator's decision will be binding on all parties and may be enforced by a court of competent jurisdiction in and for Collier County, Florida.

8. EFFECT OF REFUSAL TO PROCEED WITH ARBITRATION. In the event that any party to this Agreement refuses to go forward with arbitration, the party compelling arbitration reserves the right to proceed with arbitration, the appointment of an arbitrator, and hearings to resolve the dispute, despite the refusal to participate or absence of the opposing party. Submission of any dispute under this agreement to arbitrate may only be avoided by a valid court order, indicating that the dispute is beyond the scope of this arbitration Agreement or contains illegal aspects precluding the resolution of the dispute by arbitration. Any party to the Agreement who refuses to go forward with arbitration hereby acknowledges that the arbitrator will go forward with the arbitration hearing and render a binding decision without the participation of the party opposing arbitration despite that party's absence at the arbitration hearing.

9. SEVERABILITY. If any provision of the Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and shall not be affected by the invalidity of any other provision.

10. ACKNOWLEDGEMENTS BY PATIENT. The patient, by signing this agreement, also acknowledges that he or she has been informed that:

a. NO DURESS. The Agreement may not be submitted to a patient for approval when the patient's condition prevents the patient from making a rational decision whether or not to agree:

b. AGREEMENT BASED UPON OWN FREE WILL. The decision whether or not to sign the agreement is solely a matter for the patient's determination without any influences by the physician or hospital:

c. RECEIPT OF COPY OF AGREEMENT. I have received a copy of the Agreement:

d. BINDING ARBITRATION AND EFFECT ON RIGHT OF APPEAL. Binding arbitration means that the parties give up their right to go to court to assert or defend a claim covered by this Agreement. The resolution of claims covered by this Agreement will be determined by a neutral panel of arbitrators and not a judge or jury. Each party is entitled to a fair hearing, but the arbitration procedures are simpler and more limited than rules applicable in court. Arbitration

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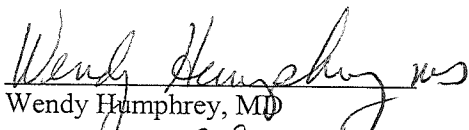
decisions are as enforceable as any court order. The decision of an arbitration panel is final and there will generally be no right to appeal an adverse decision.

e. READ AGREEMENT, OFFERED VIDEO, AND UNDERSTOOD. I have read and understand the above Agreement and I have been offered a video program that was presented to me that explained this Agreement to my satisfaction. I understand that I have the right to have my questions about arbitration of this Agreement answered and I do not have any unanswered questions. I execute this Agreement of my own free will and not under any duress.

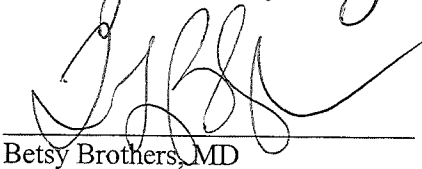
By \_\_\_\_\_, 20\_\_\_\_  
Patient (Sign & Print Name)

By \_\_\_\_\_, 20\_\_\_\_  
Parent or Guardian if patient is a Minor (Sign & Print Name)

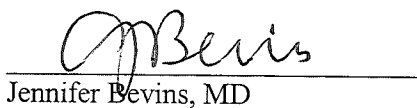
Southwest Florida Women's Group, PA

  
Wendy Humphrey, MD

\_\_\_\_\_  
Date

  
Betsy Brothers, MD

\_\_\_\_\_  
Date

  
Jennifer Bevins, MD

\_\_\_\_\_  
Date