



ARBITRATION AGREEMENT

1. This agreement is made between Wendell Bulmer, LLC and Active Orthopedics, LLC, physicians and its physician members, managers, employees, agents, officers and/or assigns hereafter referred to as “Active” and _____ his/her heirs, personal representatives and/or guardians, hereafter referred to as “Patient”.

2. It is the intention of the parties to this agreement to bind Patient, their heirs, personal representatives, guardians, assigns, or any other person who may now or in the future seek a claim on behalf of the Patient or Patient’s estate against Active.

3. It is understood by the Patient that he or she is not required to see or utilize the services of Active. There are other qualified physicians who can treat the Patient. The Patient understands that he or she may seek medical care and/or surgery (if indicated) elsewhere.

4. Both parties agree that should there be any disagreement, alleged injury, claim, or dispute between the parties relating to, arising out of, or concerning Active’s medical care or therapy, negligence, malpractice, wrongful act, failure to act, neglect, intentional torts, violation of privacy or other care and treatment related issues (hereinafter defined

WHAT IS ARBITRATION?

Arbitration is a faster, simpler and less expensive alternative to litigation. Disputes are brought before a neutral third party (the arbitrator) who, after carefully reviewing all of the relevant information, issues a final decision in favor of one of the parties. Many consumers and businesses have successfully used arbitration programs to resolve disputes. Arbitration offers parties a decisive legal outcome without the expense and inconvenience of court proceedings.

THE NATIONAL ARBITRATION FORUM.

as a “Dispute”), the Dispute shall be explored and resolved according to the arbitration provision as set forth in Florida Statutes Chapter 44.104. It is expressly acknowledged by Patient that the definition of Dispute for arbitration purposes contemplates a claim or event arising from the medical care and treatment between Patient and Active and does not intend to include a disagreement between Patient and Active concerning billing, fees, charges or unpaid bills or the collection of any unpaid bills by Active against Patients.

5. Both parties understand and agree any arbitration proceeding and its results are strictly confidential and shall not to be disclosed (repeated, published or spoken about) to anyone outside of the parties immediately involved (i.e., arbitrators, lawyers, judicial officer, etc.).

6. In the event of a Dispute between the parties, as defined herein, arbitration shall take place in lieu of a trial by judge or jury and shall be binding upon the parties. Each party shall choose one arbitrator and the two respective arbitrators will together choose a neutral third arbitrator pursuant to Florida Statutes Chapter 44.104. The panel of arbitrators shall hear and decide the Dispute; set forth the scope and extent of discovery, if any, pursuant to Florida Statutes 682.08; shall decide the merits of the Dispute and such decision shall be final and binding upon Patient and Active and may be enforced by a Florida court of competent jurisdiction in the county in which the alleged dispute occurred.

7. Patient agrees and understands, that under no circumstances will Active be required to pay more then \$250,000.00 as the result of any arbitration proceeding. In other words, Patient agrees that there is a limit of \$250,000.00 that Active will be required to pay for any claim filed and/or arbitrated against it.

8. Patient understands and agrees that any payment made to resolve a Dispute (whether by settlement or arbitration award) is not an admission or finding of liability and will not be construed as a finding that the Active has committed malpractice for any purpose, including, but not limited to the provisions of the Florida Constitution, Article X, Section 26.

9. Patient agrees that no arbitration panel (to which a Dispute is submitted hereunder) shall be empowered to make a determination that the Active has committed malpractice, and any award entered at the conclusion of arbitration proceedings shall be without reference to such determination.

10. The provisions of this agreement, to the extent legally enforceable, are partially, but definitively, intended to waive any entitlements pursuant to the Constitution of the State of Florida, Article X, Section 26, commonly referred to as the "three strikes" provision related to medical malpractice claims.

11. Each provision of the agreement shall be considered severable, such that; if any one provision or clause conflicts with existing or future applicable law, or if a provision or clause is deprived of its full effect because of such law, the affected provision shall be deemed severable (removable) and shall not affect any other provision of this agreement that can be given effect without the conflicting provisions or clauses.

12. This agreement between the Active and Patient shall remain effect for ALL treatment and/or surgery provided to the Patient, both past and future. If Patient changes attorneys

during the course of care, it shall be the Patient's responsibility to notify their new counsel as to the existence of the agreement. Patient further understands that his agreement applies to the Patient and does not change and is not voided should the patient changes attorneys.

13. Patient understand that by entering into this agreement he or she is selecting/ agreeing to arbitration as the exclusive remedy for settling any Disputes that may arise between the parties, and that by doing so, the Patient waives the right to seek remedies in court (including jury trial), except to enforce an arbitration award entered hereunder.

14. This document was given to the Patient so that he or she could review its contents thoroughly (3 pages, items 1-15) and submit the same for review by, and discussion with his or her attorney (or any attorney of his or her choosing).

15. I have read this document, have been afforded an opportunity to ask for clarification of any area of confusion or concern to me, and agree to abide by its terms.

Today's date: _____

Patient's Signature

Patient's Name (Printed)

Active Orthopedic, LLC.

Witness' Name (Printed)

Wendell Bulmer, DO