

**MUTUAL ARBITRATION AGREEMENT**  
CENTER FOR SPECIALIZED SURGERY of SANTA BARBARA

**This Mutual Arbitration Agreement constitutes an integral part of a contract for medical services, represented by the Conditions of Admission to which this Mutual Arbitration Agreement is attached (“the Contract”), by and between the Surgery Center and physicians who have or may agree to be bound hereunder, and the Patient:**

1. It is understood that any dispute as to medical malpractice, that is as to whether any medical services rendered under this Contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered, will be determined by submission to arbitration as provided by California Law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. Both parties to this Contract, 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 arbitration.\*
2. Such arbitration shall be in accordance with the current Medical Arbitration Rules of the California Medical Association and California Association of Hospitals and Health Systems. This Mutual Arbitration Agreement shall apply to any legal claim or civil action in connection with this hospitalization or outpatient service against the Surgery Center or its employees and any doctor of medicine who has agreed, at the time of your admission, as evidenced by a written agreement in the physician’s medical staff file, to be bound by this provision.
3. The execution of this Mutual Arbitration Agreement shall not be a precondition of furnishing service by the Surgery Center and this Mutual Arbitration Agreement may be rescinded by written notice from the Patient or Patient’s representative to the Surgery Center within 30 days of signature.
4. This Mutual Arbitration Agreement shall bind the parties hereto, including newborns and the heirs, representatives, executors, administrators, successors and assigns of such parties and newborns.

**\* NOTICE: BY SIGNING THIS CONTRACT YOU ARE AGREEING TO HAVE ANY ISSUE OF MEDICAL MALPRACTICE DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL. PLEASE SEE ARTICLE 1 OF THIS CONTRACT.**

Date: \_\_\_\_\_ Time: \_\_\_\_\_ A.M./P.M.

Signature: \_\_\_\_\_

(patient/parent/conservator/guardian)

If signed by other than patient, indicate relationship:

PLACE PATIENT LABEL HERE
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