

Plastic Surgery Institute of Las Vegas
8685 West Sahara Avenue, Suite 180 / Las Vegas, Nevada 89117 / Phone 702-838-2455

Lane F. Smith, M.D.

MUTUAL BINDING ARBITRATION AGREEMENT

Patient's Name _____

This mutual binding agreement constitutes an integral part of a contract for medical services by and between Lane F. Smith, M.D. and _____

(name of patient)

who agree to be bound as described hereunder.

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 in Nevada law, and not by lawsuit or resort to court process except as Nevada 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 arbitration rules of the Nevada Revised Statutes. This Mutual Binding Arbitration Agreement shall apply to any legal claim or civil action in connection with any and all medical care or medical services rendered, whether inpatient or outpatient, against Dr. Lane F. Smith, The Plastic Surgery Institute, or any entities related to Dr. Smith such as employees or contracted staff.
3. The execution of this Mutual Binding Arbitration Agreement shall not be a precondition of the furnishing of medical services by Dr. Lane F. Smith. This Mutual Binding Arbitration Agreement may be rescinded by written notice from the Patient or Patient's legal representative within 30 days of signature. Written notice must be delivered either by certified mail or delivered in-person directly to Dr. Smith.
4. The Mutual Binding Arbitration Agreement shall bind the parties hereto, including newborns and the heirs, representatives, executors, administrators, successors, and assigns of such parties and newborns.
5. If any part of this agreement is held to be invalid or unenforceable, the remaining provisions will remain in full force and will not be affected by the invalidity of any other provision.

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 (SEE PARAGRAPH 1 OF THIS CONTRACT).

Date _____ Time _____

Signature _____
(patient / parent / legal guardian / legal representative)

If signed by other than patient, indicate relationship _____

Witness _____

By initialing I am indicating I have received a copy of the agreement _____