

UROLOGY CARE SPECIALISTS

1601 CLINT MOORE ROAD, SUITE 195
BOCA RATON, FL 33487

ARBITRATION AGREEMENT

This is an agreement between David Schwartzwald, M.D.,P.A. and its present and former officers, directors, and employees (collectively, “Doctor”) and their patients _____ (your name), to arbitrate any claims, disputers, or controversies between the parties before the **American Arbitration Association**.

The parties recognize and agree that arbitration is a desirable alternative to the filing of a lawsuit, as a means to resolve any claim that one may have against the other. Arbitration is generally considered to be a less time consuming and expensive process. Therefore, in consideration of the mutual promised contained herein, and as a condition to the Doctor agreeing to provide the Patient with medical services, the parties agree that:

1. All claims, disputes of controversies (collectively, “claims”), whether such claims arose prior, on or subsequent to the date here of, between Patient and Doctor or any of Doctor’s present of former officers, directors, or employess, shall be submitted to arbitration before the **American Arbitration Association**, with such proceedings to be held in Palm Beach County, Florida. This agreement relates to arbitration of all claims, including without limitation, any claim asserted against Doctor for professional negligence, malpractice or otherwise arising out of or related to the provision of medical services to the Patient.
2. The parties shall comply with all of the rules and regulations of the **American Arbitration Association** in effect at the time that any claim is filed against Doctor.

The parties further acknowledge and agree that:

1. Arbitration is final and shall be binding upon the parties.
2. The parties are waiving their right to seek remedies in court, including the jury trial.
3. Pre-arbitration discovery is generally more limited and different from court proceedings.
4. The arbitrator’s award is not required factual findings or legal reasoning, and any party’s right to appeal or to seek modification of rulings by the arbitrator is strictly limited.

Dated: _____
Dr. David Schwartzwald

Dated: _____
Patient