

ADVANCE DIRECTIVE

FORUM SELECTION

MY OPTION FOR MEDIATION, BINDING ARBITRATION, OR TRADITIONAL LEGAL RELIEF BY JURY

(Please initial in the brackets where indicated)

The following interactive agreement is between Christopher Unger, MD and myself. This document will introduce me to arbitration and mediation available in the Commonwealth of Virginia and any state or jurisdiction within the United States. This UNDERSTANDING pertains to any and all medical services, and procedures. In addition, it shall apply to accidents, injuries, and general office liability associated with Dr. Unger (and staff); now and in the future. This understanding applies to all issues or claims under discussion, and to consulting or affiliated doctors working with Dr. Unger. This advance directive is irrevocable. []

I. INFORMED AND EXPLAINED CONSENT:

A: Dr. Unger has explained to me, all possible risks and complications including: burns/lacerations, injury to eyes, dentition (teeth) and/or bones, sore throat, cancer, infection, bleeding and blood loss, blood clots, treatment failure, anaphylaxis, reaction to anesthetics including nerve damage, rash, blood clots, gagging, hiccups, cardiac arrest, shock, retained foreign matter/ sponge fragments, heart rhythm problems, stress disorder, unforeseen complications, negative cosmetic outcome, scars/keloids, explosions of equipment, death or dismemberment, and misplaced or lost documents. I understand that there is no guarantee that medical/surgical procedures will bring relief in all cases, and that results cannot be guaranteed.

B: All of my questions have been answered. I will notify Dr. Unger promptly of any change in my condition before and after my visit; and will keep my follow up appointment as scheduled.

II. NINETY-DAY MEDIATION/BINDING ARBITRATION OR TRIAL BY JURY:

A [] It is agreed by Dr. Unger and myself, that should good faith discussions not resolve a question or issue that arises from medical/surgical care, accidents, injuries, or general liability; then such claim shall be resolved exclusively by mediation AND BINDING ARBITRATION. This advance directive applies to the board of physician's quality assurance.

Any insurance companies that insure Dr. Unger may be notified if mediation/arbitration is called for. I will bear the cost of mediation or binding arbitration, and the cost of my lawyer. Any claim or dispute arising from or related to this agreement or the breach thereof, including those based on statute, shall be settled by mediation and, if necessary, legally binding arbitration in accordance with the rules of *Rules of Procedure for Christian Conciliation* of the Institute for Christian Conciliation. The rules are available for review or downloading at <http://iccpeace.com/Rules/index.html>. Settlement shall be initiated by referring the matter to Conflict To Peace, Fairfax, Virginia, (703) 385-9877, inquire@conflicttopeace.org, as the administrator of the claim or dispute. **The parties agree that these methods shall be the sole remedy for any controversy or claim arising out of this agreement and expressly waive their right to a jury and their right to file any legal action in any civil or criminal court, or agency against one another for such disputes, with no exceptions.** The parties also agree that written notice of any claim or dispute by a party, arising from or related to this agreement, must be delivered to the other party within 60 days of the claimed incident giving rise or become null and void (notwithstanding the provisions of any applicable statute of limitation).

Mediation/arbitration is to be concluded within ninety days from the date of service or procedure. The mediator/arbitrator will be Conflict to Peace. This advance directive supersedes previous advance directives. []

I understand that I may ask for all or part of \$4,000.00, maximum allowed by this agreement []

B [] Traditional legal process with judge and jury

III.

A. SPEEDY RESOLUTION: I may waive direct right to mediation or an arbitration panel, or traditional litigation; and may instead, accept an option for a quick settlement, which will be understood to be compensation to me in full.

B. PRE EXISTING CONDITIONS: Any claim, shall be waived and forever barred, for any condition(s) that arose before this medical/surgical service/administrative service accident or injury in question.

C. CHOICE: I have spoken to (consulted with) my personal representative, or lawyer, before signing this agreement, which I do freely, knowingly and voluntarily. All of my questions have been answered to my satisfaction. I have read this memorandum thoroughly, and have had sufficient time to think it through. I have been given a copy of this memorandum for my records.

My reason for my choice of option A or B is:

I have read this document carefully on _____. My level of education is _____. My level of English is sufficient to the reading and comprehension of this document _____. I am of sound mind _____.

If patient is a minor, (younger than 18 years of age): _____

Parent or guardian (please print and sign your name, address, and phone number)

Witness _____
(name and address)

Your lawyer (or personal representative) (please print your name and address)

Patient Date & Time
For myself, my family, my heirs, and my representatives

Christopher Pelham Unger, MD

