



# VOLUNTARY ARBITRATION

## *PLEASE READ CAREFULLY*

Under Arizona law, two or more parties may agree in writing for the settlement by arbitration of any dispute arising between them. The following is an agreement to arbitrate any dispute that might arise between

\_\_\_\_\_ (the "Resident") and

\_\_\_\_\_ (the "Facility" or "Company").

## I. EXPLANATION

Arbitration is a method of resolving disputes without the substantial time and expense of using the judicial system. An arbitration hearing takes only weeks or months to schedule, while civil litigation generally takes years to complete. By avoiding the judicial system, many costs are eliminated. There are charges and fees involved in arbitration, but an arbitration hearing will almost always resolve a dispute sooner and at less cost than a trial. It is important to understand, however, that there is only a limited right to appeal an arbitration award. Unless there is evidence of fraud on the part of the arbitrator(s) or a serious procedural defect, an arbitration award will be final. Of course, the Facility also agrees to be bound by the arbitrators' decision. The following arbitration agreement is optional. By signing it, you will give up your constitutional right to a jury or court trial and you agree that any dispute between you and the Facility will be subject to arbitration.

## II. AGREEMENT

The following is an arbitration agreement (the "Agreement") to arbitrate any dispute that might arise between the Resident and the Facility. In consideration of the benefits of the use of arbitration in the efficient resolution of conflicts and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties hereto, intending to be legally bound, the parties hereby agree as follows:

The parties agree that they shall submit to binding arbitration all disputes against each other and their agents, partners, officers, directors, shareholders, owners, employees, representatives, members, fiduciaries, governing bodies, subsidiaries, parent companies, affiliates, insurers, attorneys, predecessors, successors and assigns or any of them, and all persons, entities or corporations with whom any of the former have been, are now or may be affiliated, arising out of or in any way related or connected to the Resident's stay and care provided at the Facility, including but not limited to any disputes concerning alleged personal injury to the Resident caused by improper or inadequate care, including allegations of medical malpractice, abuse, neglect or exploitation; any disputes concerning whether any statutory provisions relating to the Resident's rights under Arizona law were violated; and any other dispute under Arizona or federal law based on contract, tort, or statute



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An arbitration hearing arising under this Arbitration Agreement shall be held in the county where the Facility is located before a board of three arbitrators, selected from the American Arbitration Association (“AAA”); one chosen by each side in the dispute with the third to be chosen by the two arbitrators previously chosen. In conducting the hearing and all other proceedings relative to the arbitration of the claim(s), the arbitrators shall apply the applicable rules of procedure of the AAA. If there is a conflict between the procedural rules of the AAA and a mandatory provision of Arizona law governing arbitration, the state law provision shall apply. In rendering a decision on the merits of the claims, the arbitrators shall apply the substantive law of Arizona.

Each party may be represented by counsel in connection with all arbitration proceedings and each party agrees to bear their own attorney fees and costs. Payment of any other awards, fees and costs associated with these arbitration proceedings shall be determined by the panel of arbitrators.

All claims based in whole or in part on the same incident, transaction, or related course of care or services provided by the Facility to the Resident, shall be arbitrated in one proceeding. A claim shall be waived and forever barred if it arose prior to the date upon which notice of arbitration is given to the Facility or received by the Resident and is not presented in the arbitration proceedings.

It is the intention of the Facility and the Resident that this Arbitration Agreement shall inure to the benefit of and bind the Facility, agents, partners, officers, directors, shareholders, owners, employees, representatives, members, fiduciaries, governing bodies, subsidiaries, parent companies, affiliates, insurers, attorneys, predecessors, successors and assigns or any of them, and all persons, entities or corporations with whom any of the former have been, are now or may be affiliated, and the Resident, his/her successors, assigns, agents, insurers, heirs, trustees, and representatives, including the personal representative or executor of his or her estate; and his/her successors, assigns, agents, insurers, heirs, trustees, and representatives.

Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

## III. ACKNOWLEDGEMENTS

The execution of this Arbitration Agreement is voluntary and is not a precondition to receiving medical treatment at or for admission to the Facility.

The Resident understands that he/she has the right to consult with an attorney of his/her choice, prior to signing this Arbitration Agreement.

The Resident understands, agrees to, and has received a copy of this Arbitration Agreement, and acknowledges that the terms have been explained to him/her, or his/her designee, by an agent of the Facility, and that he/she has had an opportunity to ask questions about this Arbitration Agreement.

Each party agrees to waive the right to a trial, before a judge or jury, for all disputes, including those at law or in equity, subject to binding arbitration under this Arbitration Agreement.



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The Resident understand that this Arbitration Agreement may be rescinded by giving written notice to the Facility within ten (10) days of its execution. If not rescinded within ten (10) days of its execution, this Arbitration Agreement shall remain in effect for all claims arising out of the Resident's stay at the Facility. If the acts underlying the dispute are committed prior to the revocation date, this Arbitration Agreement shall be binding with respect to said acts.

In the event that any portion of the Arbitration Agreement is determined to be invalid or unenforceable, the remainder of this Arbitration Agreement will be deemed to continue to be binding upon the parties hereto in the same manner as if the invalid or unenforceable provision were not a part of the Arbitration Agreement.

**THE UNDERSIGNED ACKNOWLEDGE THAT EACH HAS READ THIS ARBITRATION AGREEMENT AND UNDERSTAND THAT BY SIGNING THIS ARBITRATION AGREEMENT EACH HAS WAIVED HIS/HER RIGHT TO A TRIAL, BEFORE A JUDGE OR JURY, AND THAT EACH VOLUNTARILY CONSENT TO ALL OF THE TERMS OF THE ARBITRATION AGREEMENT.**

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Responsible Party Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Manager's Signature (or Authorized)

\_\_\_\_\_  
Date