

ENDURE URGENT CARE

PATIENT ARBITRATION AGREEMENT

This Arbitration Agreement (this "Agreement") is made and entered into by and between you ("You" or "Patient") and ENDURE URGENT CARE (the "Company"). This Agreement will inure to the benefit of the Company and its successors and assigns, as well as entities or persons acting on the Company's behalf. The parties to this Agreement are individually referred to as a "Party" and collectively as the "Parties." The Parties agree to the following:

1. **Agreement to Arbitrate.** 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. **All Claims.** This Agreement shall apply to any legal claim or civil action arising out of or pertaining to medical services rendered by Endure Urgent Care, its agents or employees, including the issue of arbitrability, unless the Agreement is revoked or rescinded by the patient within 30 days of the day patient signs this Agreement.
3. **Rendering of Services.** This Agreement to arbitrate shall not be a precondition to the furnishing of services under this Agreement.
4. **Arbitration Proceedings.** Except as otherwise provided herein, the arbitration will be administered by the Judicial Arbitration & Mediation Services, Inc. ("JAMS") pursuant to JAMS rules and procedures. The Company will pay all costs unique to arbitration, including the arbitrator's fees and JAMS administrative costs. The Company will pay the fees and costs required before the arbitration can proceed within sixty (60) days after the Company's receipt of an invoice for such costs from JAMS, unless the Parties mutually agree in writing otherwise. The Parties are entitled to conduct adequate discovery in accordance with JAMS Rules and the arbitrator shall have the authority to determine what constitutes adequate discovery. Neither Party shall be denied the right to file a pleading challenge or motion for summary disposition of a particular claim or issue. The arbitrator's decision must be in a written reasoned opinion containing the arbitrator's findings of fact and conclusions of law. Resolution of all disputes shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may award only remedies that would have applied had the case been heard in court. Judgment may be entered on the arbitrator's decision in any court with jurisdiction.

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 ARTICLE 1 OF THIS CONTRACT.

Printed Patient Name

Date

Patient Signature