

Patient Physician Agreement for resolution of any concerns

I, _____, (name of patient or guardian) and Dr. Ekkehard Bonatz agree on the following:

I understand that I am entering into a contractual relationship with Dr. Bonatz for professional care. I further understand that meritless and frivolous claims for medical malpractice have an adverse effect upon the cost and availability of medical care, and may result in irreparable harm to a medical provider. As additional consideration for professional care provided to me by Dr. Bonatz, I, or my guardian nor my representative agree not to advance, directly or indirectly, any false, meritless, and/or frivolous claim(s) of medical malpractice against Dr. Bonatz.

Furthermore, should a meritorious medical malpractice case or cause of action be initiated or pursued, I or my representative agree to use American Board of Medical Specialties ("ABMS") board-certified expert medical witness(es) in the same specialty as Dr. Bonatz. Furthermore, I agree that these expert witnesses will be members in good standing of and adhere to the guidelines and/or code of conduct defined for expert witnesses by the American Society for Surgery of the Hand or the American Academy of Orthopedic Surgeons. In further consideration for this, Dr. Bonatz agrees to the same stipulations.

I/my guardian or representative and Dr. Bonatz acknowledge that monetary damages may not provide an adequate remedy for breach of this Agreement. Such breach may result in irreparable harm to Dr. Bonatz's reputation and his staff or business. Patient/guardian and Dr. Bonatz agree in the event of a breach to allow specific performance and/or injunctive relief. All disputes or controversies of any kind that may arise between the parties relating in any way of this contract, including, without limitation, any such dispute or controversy involving claims alleging fraud, misrepresentation, medical malpractice, fraud in the inducement, deceit, suppression, breach of contract, or breach of warrant, whether implied or not, shall be settled by binding arbitration conducted pursuant to the provisions of the Federal Arbitration Act. The proceedings shall be conducted in Birmingham, Alabama. The arbitration award shall be final and binding, and judgement on the award may be entered by any court of competent jurisdiction. The foregoing alternate dispute resolution procedure shall operate as a complete defense to any action or proceeding instituted in any court or before any administrative tribunal with respect to any controversy or dispute described in this paragraph. Any demand for arbitration triggered by this Agreement must be made before the statute of limitations applicable to such a claim has run or will be considered void.

Dr. Ekkehard Bonatz

Patient/Guardian

Effective from Date of Treatment:

Date of Signature