

Radiance Tanning Salon

COLON HYDROTHERAPY INFORMED CONSENT

I, _____, have decided to undergo a Colon Hydrotherapy procedure.

Colon Hydrotherapy is intended to irrigate the lower bowel. The colon is filled and emptied with filtered water either warm or cold. I understand that there may be benefits resulting from this procedure, however, I understand and agree that no warranties have been made as to the effectiveness or outcome of this procedure.

I understand that I will insert a tube into my colon, and agree that I will witness that the tubing is sterile from a new container, the technician using sterile or new instruments.

Possible side effects of Colon Hydrotherapy include but are not limited to:

1. Perforation of the rectum or colon; the risk of which increases with age. I agree that I am not over the age of 70 or under the age of 18. _____ *Initial*
2. Allergic reaction to nozzle or solution _____ *Initial*
3. Electrolyte imbalance _____ *Initial*
4. Infection. _____ *Initial*

I confirm that I do not have the following contraindicated conditions which would make me ineligible for Colon hydrotherapy: Kidney Dialysis/Disease, Renal failure or renal insufficiency (kidney failure), Cirrhosis of the Liver, Pregnancy (first or third trimester). _____ *Initial*

I understand that Colon hydrotherapy should be avoided by people suffering from the following, unless prescribed by a physician: Anemia (severe), Aneurysm, Carcinoma, Cardiac Disease (severe, uncontrolled hypertension/high blood pressure), Crohn's Disease, Congestive heart failure, Diverticulitis (severe or acute), Fissures/fistulas, GI Hemorrhage/Perforation, Hemorrhoids (excessive bleeding present), Hernia (Incarcerated Abdominal), Prostatitis, Recent Abdominal Surgery (last six months), Tumors, Ulcerative Colitis. I confirm that I am not suffering from any of these ailments. _____ *Initial*. If I do have any of these ailments, I have a doctor's prescription to receive treatment today. _____ *Initial*.

I confirm that I am not a woman who is in my first or third trimester of pregnancy as this would make me an unsuitable candidate for this procedure. _____ *Initial*.

This list is not meant to be inclusive of all possible risks associated with colon hydrotherapy as there are both known and unknown side effects associated with any medication or procedure.

I understand and agree that all services rendered to me are charged directly to me and that I am personally responsible for payment. I further agree in the event of non-payment, to bear the cost of collection, and/or Court cost and reasonable legal fees, should this be required.

By signing below, I acknowledge that I have read the foregoing informed consent and agree to the treatment with its associated risks. I hereby give consent for this colon hydrotherapy treatment and release the doctor, the person performing the colon hydrotherapy procedure and the facility from liability associated with this and all subsequent treatments with the above understood.

MISSED APPOINTMENTS WILL BE CHARGED A MINIMUM OF \$25.00 IF NOT GIVEN 24 HOUR NOTICE OF CANCELLATION.

Client Signature _____

Date: _____

PATIENT NAME:

ARBITRATION AGREEMENT

Article 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 state and federal law, and not by a lawsuit or resort to court process except as state and federal 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.

Article 2: All Claims Must be Arbitrated: It is also understood that any dispute that does not relate to medical malpractice, including disputes as to whether or not a dispute is subject to arbitration, will also be determined by submission to binding arbitration. It is the intention of the parties that this agreement bind all parties as to all claims, including claims arising out of or relating to treatment or services provided by the health care provider including any heirs or past, present or future spouse(s) of the patient in relation to all claims, including loss of consortium. This agreement is also intended to bind any children of the patient whether born or unborn at the time of the occurrence giving rise to any claim. This agreement is intended to bind the patient and the health care provider and/or other licensed health care providers or preceptorship interns who now or in the future treat the patient while employed by, working or associated with or serving as a back-up for the health care provider, including those working at the health care provider's clinic or office or any other clinic or office whether signatories to this form or not.

All claims for monetary damages exceeding the jurisdictional limit of the small claims court against the health care provider, and/or the health care provider's associates, association, corporation, partnership, employees, agents and estate, must be arbitrated including, without limitation, claims for loss of consortium, wrongful death, emotional distress, injunctive relief, or punitive damages.

Article 3: Procedures and Applicable Law: A demand for arbitration must be communicated in writing to all parties. Each party shall select an arbitrator (party arbitrator) within thirty days and a third arbitrator (neutral arbitrator) shall be selected by the arbitrators appointed by the parties within thirty days thereafter. The neutral arbitrator shall then be the sole arbitrator and shall decide the arbitration. Each party to the arbitration shall pay such party's pro rata share of the expenses and fees of the neutral arbitrator, together with other expenses of the arbitration incurred or approved by the neutral arbitrator, not including counsel fees, witness fees, or other expenses incurred by a party for such party's own benefit.

Either party shall have the absolute right to bifurcate the issues of liability and damage upon written request to the neutral arbitrator.

The parties consent to the intervention and joinder in this arbitration of any person or entity that would otherwise be a proper additional party in a court action, and upon such intervention and joinder any existing court action against such additional person or entity shall be stayed pending arbitration.

The parties agree that provisions of state and federal law, where applicable, establishing the right to introduce evidence of any amount payable as a benefit to the patient to the maximum extent permitted by law, limiting the right to recover non-economic losses, and the right to have a judgment for future damages conformed to periodic payments, shall apply to disputes within this Arbitration Agreement. The parties further agree that the Commercial Arbitration Rules of the American Arbitration Association shall govern any arbitration conducted pursuant to this Arbitration Agreement.

Article 4: General Provision: All claims based upon the same incident, transaction or related circumstances shall be arbitrated in one proceeding. A claim shall be waived and forever barred if (1) on the date notice thereof is received, the claim, if asserted in a civil action, would be barred by the applicable legal statute of limitations, or (2) the claimant fails to pursue the arbitration claim in accordance with the procedures prescribed herein with reasonable diligence.

Article 5: Revocation: This agreement may be revoked by written notice delivered to the health care provider within 30 days of signature and if not revoked will govern all professional services received by the patient and all other disputes between the parties.

Article 6: Retroactive Effect: If patient intends this agreement to cover services rendered before the date it is signed (for example, emergency treatment) patient should initial here. _____. Effective as the date of first professional services. If any provision of this Arbitration Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and shall not be affected by the invalidity of any other provision. I understand that I have the right to receive a copy of this Arbitration Agreement. By my signature below, I acknowledge that I have received a copy.

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.

PATIENT SIGNATURE **X**
(Or Patient Representative) *(Indicate relationship if signing for patient).*

OFFICE SIGNATURE **X**

ALSO SIGN THE INFORMED CONSENT ON REVERSE SIDE