



A Healing Point Acupuncture Center, PLLC
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MIGUN™ THERAPY INFORMED CONSENT

Client/Patient Name (Print): _____ **Date:** _____

If you have any of the following conditions, please inform us **prior** to your Migun™ therapy as you may be required to consult your physician for clearance prior to use or you may not be a candidate for Migun™ therapy. Your safety is our primary concern. Check the box for any conditions which may apply:

- Phlebitis/blood clots
- Diminished sensation/lack of feeling due to injury or illness (unable to properly feel heat or pressure) such as paralysis, diabetes, etc.
- Fused discs or implanted spinal/scoliosis rods or any other spinal hardware/implants that react to heat or which cannot tolerate pressure from massage
- Fractures or suspected fractures or other traumatic injuries that are not healed
- Malignant tumors or currently receiving cancer treatment
- Are currently pregnant (Can be allowed with MD Authorization)
- Reactive skin disorders such as prickly heat rash or photo allergic dermatitis
- Surgery with in the past 6 months
- Other condition: _____

I understand that Migun™ therapy is an FDA approved Class II medical device which may provide positive change in chronic pain and other conditions, and while generally considered a safe modality, there are potential side effects or adverse effects that I may experience including but not limited to possible muscle soreness, bruising or tender spots, reactions to the heat therapy such as red spots or rashes (do not place Migun™ handheld devices directly on skin, we have provided towels for barriers to protect your skin), dizziness upon rising from the therapy table, nausea, skin eruptions (pimples, boils, etc.), digestive changes (diarrhea), flu-like symptoms from detoxification, headache, tingling and tiredness. I have carefully read this Informed Consent, understand it and either do not have any of the conditions referenced above and/or have received clearance from a doctor to proceed with this therapy and/or have made an informed decision to assume the risk(s) and receive the therapies anyway because I believe the potential benefits outweigh the potential risks and wish to receive therapy using a Migun™ device.

Client/Patient name (Print): _____

Date: _____

I have been provided the opportunity to review the informed consent and question the and the use of the device(s), potential benefits, side effects, adverse effects and contraindications which were discussed with me and I have been provided an opportunity to address any questions or concerns in advance, during my treatment and have been advised that I may also discuss the therapy afterwards in person, via telephone or email should I have any questions or concerns. I have been informed that should I require assistance getting on/off treatment tables/devices, I must bring someone with them to assist me as East Lake Acupuncture's staff may not be trained in proper lifting/transfer techniques and are unable to assist me with these maneuvers for my safety and theirs.

Printed Name

Signature

Date

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, and procedural disputes 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 patient while employed by, working or associated with or serving as 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 the 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 the 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 and a copy shall be made available to me within seven (7) business days of a written request.

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 Name

Signature

Date