



**IMPORTANT MEDICAL LIABILITY INFORMATION AND  
AGREEMENT TO ALTERNATIVE DISPUTE RESOLUTION**

Dear Patient,

The cost of malpractice insurance continues to rise to unacceptable levels, and becoming more difficult to obtain for practices that pursue holistic and alternative therapies for their patients. Effective November 1, 2021, Dr Lambert, will no longer have medical malpractice liability insurance. Dr Lambert has the option to close his practice or to continue uninsured. My intention at this time is to provide the same high quality integrative medicine as I always have to date.

I realize that, despite the best of care and intention, errors may occur, and medical errors may lead to harm. As part of my liability risk-management policy, all patients and/or their legal guardians are now asked to sign a copy of this form attesting to the fact that they are aware the Dr Lambert does not have medical liability malpractice insurance.

In addition, I must now require that all patients formally agree to utilize alternative dispute resolution consisting of a two-step process: First, mediation, and second, if necessary, binding arbitration. This process would be instead of litigation and cover any and all legal disputes involving any professional actions of Dr Lambert and/or the staff of Sanus A Natura. This means that you are agreeing to waive your right to sue and to a trial by either judge or jury. You are further agreeing to exclusively submit any all disputes relating to medical care that is provided by Dr Lambert and/or staff of Sanus A Natura first to mediation, and if no resolution is achieved by mediation, then to binding arbitration to be determined by a single arbitrator. The rules of the American Arbitration Association shall govern the mediation and binding arbitration and all proceedings shall be conducted pursuant to the rules of the American Arbitration Association. These can be found at [adr.org](http://adr.org).

These alternative dispute resolution methods are quicker and more cost effective in reaching an equitable solution for all parties involved. Because of the extreme overcrowding of the Court System and very high costs of litigation, these alternative dispute resolution methods are being increasingly employed as an alternative to the more costly and slower method of litigation by the judicial system.

The parties shall split the costs of mediating and disputes equally. Any attorney's fees incurred during mediation shall become a subject of the mediation and the parties will attempt to resolve attorney's fees during the mediation. The costs of binding arbitration shall be split between the parties equally and the arbitrator shall be empowered to award attorney's fees to the prevailing party.

Further, you agree that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington and subject to the jurisdiction of the West District Court of Klickitat County, in White Salmon, WA.

Dr Lambert understands that some may feel uncomfortable in signing this form. If that is the case, please do NOT sign until you discuss it with an attorney. Although Dr Lambert and the staff will not be able to provide any professional services to patients who choose not to sign, he will provide any medical records he has in his possession to you so that you can select the healthcare practitioner of your choice for your continued care.

BY SIGNING THIS FORM, YOU ARE FORMALLY AGREEING TO ABIDE BY THE TERMS DESCRIBED IN THE DOCUMENT.

Print Name \_\_\_\_\_ Date \_\_\_\_\_

Sign Name \_\_\_\_\_ Witness \_\_\_\_\_