

### **DISPUTE RESOLUTION**

**Consent to Arbitrate** - In the event of any controversy or claim arising out of or relating to this Agreement, including specifically, but not limited to any personal injury claim, or a breach thereof, the parties hereto may first attempt to settle the dispute by mediation. If settlement is not reached within sixty (60) days after service of a written request for mediation, any unresolved controversy or claim shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled to, and the arbitrator shall award, reasonable attorneys' fees, costs (including expert fees) and necessary disbursements in addition to any other relief to which such party may be entitled. To the extent any part of this paragraph is deemed unenforceable, the remainder shall remain in force. This paragraph shall not apply to any controversy relating to late payments or non-payment for services.

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Client Signature (or Parent/Guardian/Authorized Rep.)

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Date

**Venue** - The place of arbitration shall be in Utah County or Salt Lake County, Utah and Utah law shall apply.

**Time to Bring Claim** – Any demand for arbitration shall be made within one year of the alleged incident regardless.

I hereby represent that I was able to ask questions and raise concerns with Simplicity about these Dispute Resolution terms. My questions and concerns have been discussed and answered to my satisfaction. I have had the opportunity to read, and I fully understand this document. By signing this form, I understand that all agreements made by me are applicable to all services received by me at any Simplicity facility.

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Client Signature (or Parent/Guardian/Authorized Rep.)

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Date