

## **ARBITRATION AGREEMENT RELATED TO SPIRITUAL, MEDICO/RELIGIOUS CARE & ALL DISPUTES**

The parishioner and undersigned Ministerial Spiritual/Medical Hygiene Provider (“MSMHP” or “Provider”) – which includes any affiliated health/hygiene/spiritual providers, employees, any related group, professional association, or any other entity or individual which has provided health/hygiene/spiritual services in conjunction with the MSMHP – agree to submit any dispute whatsoever to binding arbitration including without limitation any claim for malpractice, personal injury, battery, breach of express or implied contract, loss of consortium, wrongful death or any payment or any other disputes relating in any way to past, present or future spiritual/hygienico-medical care. Any dispute will go to binding arbitration. This includes any non-U.S.A. disputes, or any dispute brought against the MSMHP where the parishioner is not a U.S. citizen. It is the intent of the parties that all disputes under any circumstances of parishioner and/or Provider nationality will go to binding arbitration as agreed herein under the aegis of the Federal Arbitration Act. The parties irrevocably agree that any Provider who has counseled, treated or will treat the parishioner may choose to execute and join in this Agreement at any time. Further, the parties agree that this agreement, in English, is sufficient for any parishioner or any provider whose native language is not English. By executing this agreement, the parties agree that they have been given sufficient opportunity to understand this agreement provided in English.

### **BY SIGNING THIS CONTRACT, YOU AGREE TO HAVE ANY ISSUE OF ALLEGED NEGLIGENCE OR BREACH OF CONTRACT BETWEEN YOU AND YOUR MSMHP DECIDED BY BINDING ARBITRATION IN WHICH BOTH PARTIES GIVE UP THEIR RIGHT TO A TRIAL BY JURY, OR TRIAL BY A JUDGE.**

The parishioner, and/or his or her spouse, born or unborn children, parents, heirs, or anyone launching any legal or equitable action (hereinafter “the Parishioner”) and the MSMHP agree that any complaint of any type which in any way relates to spiritual/hygienico-medical services shall without exception be submitted to binding arbitration. The governing law shall be the Federal Arbitration Act, state law or any nation’s law notwithstanding. It is the express intention of the parties that any and all claims or complaints of any kind shall be submitted to and resolved by binding arbitration, which will be the exclusive and sole remedy. It is the specific and irrevocable intention of the parties to submit any question concerning this Agreement’s arbitrability to the arbitrators only and to no other person or entity, court, judge or jurisdiction whatsoever. All issues regarding the validity, enforceability and scope of this Agreement or any part of it shall also be subject to arbitration. If either party challenges the validity of this Agreement in court, the prevailing party shall be entitled to attorneys’ fees and to costs as determined by the court.

The MSMHP and any affiliated Provider that chooses to join in this Agreement agree to be equally bound as the Parishioner is to binding arbitration in the event of any dispute. Such disputes can be brought by the MSMHP against the Parishioner, including terms of contribution, payment, services rendered, physical or emotional abuse, and other disputes. The Parishioner understands that any and all care provided is sufficient consideration, and the Parishioner will be fully and legally bound by this Agreement. Both parties to this Agreement are giving up their constitutional right or their rights under the laws of any nation to have any dispute decided in a court of law before a jury. All parties understand that they are giving up the right to have any dispute decided by a judge or jury through the court system. Resort to the legal system by action at law or in equity will only be permissible if necessary to enforce any decisions reached through arbitration. The parties agree that any dispute about any provisions of this Agreement will be decided through arbitration. The parties understand that care may be provided electronically by the MSMHP and its agents via telecommunications, anywhere in the world.

The parties hereby bind anyone whose claims may arise out of or relate to treatment or services provided by the MSMHP at the time of the occurrence giving rise to the claim. In the case of any pregnant mother, the term “parishioner” means both the mother and the mother’s expected child or children. The parties consent to the participation in this arbitration of any person or entity that would otherwise be a proper additional party in a court action if they have been involved in any way in the care of the Parishioner. This may include claims of the Parishioner against another Provider, nurse or medical or spiritual professional, or any other facility. Additionally, this Agreement is intended to resolve all claims for vicarious liability of the MSMHP. The parties agree that any Provider may sign this agreement ex post facto and thereby participate in an arbitral process to resolve any and all claims against such an ex post facto signer. The parties agree that no claims against the MSMHP may be brought for services or counseling involving pandemics in any way whatsoever.

The signers agree that the maximum total amount of all non-economic and economic damages combined shall never exceed \$10,000, applied on a *per case* basis, regardless of the number of claimants seeking compensation, and regardless of the number of Providers, professional associations, employees or entities named as defendants. The Parishioner agrees to waive any and all rights to any higher award. This limitation applies regardless of whether another Provider, or other facility or employees of such a Provider, or facility are named as defendants in the binding arbitration or in any other proceeding. Non-economic means damages for pain and suffering, disfigurement, embarrassment and anything else not representing loss of past or future earnings, or other costs. However, the arbitrators may choose to award damages in excess of \$10,000 only when both direct liability and extreme hardship are demonstrated. As consideration for the limitation on any awards, the MSMHP will pay up to and only the first \$500 of attorney fees for the Parishioner. The parties agree that if any punitive damages are awarded, they may not exceed three times any compensatory award. The parties agree that any awards in excess of \$10,000 shall be paid in equal annual payments over 10 years without being reduced to present value. The arbitrators may reduce this time period in cases of extreme hardship. They will also consider any other collateral sources of compensation (e.g., workers compensation, life insurance, disability, charitable, and governmental benefits, and other monies paid to an injured parishioner or any other party) which shall diminish any awards for non-economic and/or economic damages. The MSMHP shall be entitled to an off set for any monies received by the Parishioner for claims against any other related providers, if such claims arise out of or relate in any way to the claims of the Parishioner against the MSMHP. The parties agree to the complete disclosure of all collateral sources of compensation. Failure to promptly disclose any additional sources is agreed to be grounds for total dismissal of any claim.

**Statute of Limitations:** In no case shall the statute of limitations exceed 12 months from the date any alleged injury or problem could or should have been discovered regardless of the age of the Parishioner. The arbitrators and their empowerment under the FAA shall determine any question concerning the application of this provision. **Severability:** If any specific term or provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid, or otherwise unenforceable, the entire remainder of this Agreement shall be construed to be in full force and effect, and all other provisions will still apply. The parties agree in general that any provisions so challenged will be brought to the arbitrators to decide upon, and not to a judge or jury. **Timing:** The parties agree to try to resolve all issues within 9 months of any complaint. **Entire Agreement/Merger Clause:** This Agreement represents the entire agreement made between the MSMHP and the Parishioner. It supersedes any other agreements between the Parishioner and the MSMHP. Except as expressly set forth herein, there are no other

representations, promises, understandings, or agreements of any kind between the parties. The Parishioner signing this Agreement acknowledges that he or she has not relied in any way upon any oral or written statements made to them besides what is contained within this Agreement. All parties acknowledge and understand that this Agreement cannot be changed, altered, or modified in any way except by an instrument in writing, signed by all parties. **Counseling/Medicines/Services:** The parties agree that all missionary, healing-related and prayerful services are provided to the guidelines evidenced by the 1<sup>st</sup> Amendment doctrines pursuant to the separation of church and state; that these guidelines are upheld by the Due Process Clause of the 14<sup>th</sup> Amendment; that all worship, healing, hygienic assistance and dietary/medication guidelines and provisioning are a key feature of the doctrines of the Church of Hope, and that these doctrines operate under established, codified law, stare decisis and accepted medico-missionary practices protected by the Geneva Conventions and their Additional Protocols. The parties agree that any invasion, investigation, or intrusion by any federal, state or local agencies represent a violation of 1<sup>st</sup> and 14<sup>th</sup> Amendment rights and agree that any such actions will be mutually rebuffed and refused, both in peacetime and in times of crisis and conflict. **Pronouns and Headings:** The singular shall be held to include the plural, the plural held to include the singular, and the use of any gender shall be held to include every gender. All headings, titles, subtitles, or captions are inserted for convenience only, and are to be ignored in any construction of the provisions hereof. **Governing Law and Payment and Selection of Arbitrators:** This Agreement, its substantive provisions, the scope of the Agreement, the authority granted to the arbitrators and the limitations contained in this Agreement, are to be governed by, and interpreted pursuant to the Federal Arbitration Act, any conflicting state or entity's law notwithstanding. To the extent not inconsistent with the FAA, it shall also be governed by the provisions of the Revised Uniform Arbitration Act as adopted in the principal state where the MSMHP practices. The parties agree that any dispute between them shall be determined by a panel of three arbitrators. Each party shall select one arbitrator from lists of qualified legal/spiritual experts provided by the MSMHP. All arbitrators will hold either spiritual or both spiritual and juris doctor degrees. The two arbitrators selected shall then select a third arbitrator from the same list. Each party may remove the other's chosen arbitrator only once. The three arbitrators shall resolve any and all disputes between the parties generally pursuant to such procedures or any code of procedure as they may jointly decide. All arbitration hearings shall be conducted by Internet-based videoconference as arranged by the arbitrators. The MSMHP will provide pay any costs of videoconference bridging of the arbitration process. The parties shall adopt rules of evidence such as the arbitrators may see fit. The MSMHP shall pay half the costs of the arbitration, but shall not be responsible for paying any fees or costs charged to the Parishioner by their attorney except for the first 500 as indicated above. The Parishioner shall pay half the costs of the arbitration as well. Reasonable but brief discovery will be permitted by both sides. The parties agree that the arbitrators are to render a written decision with reasons stated for the decision. **Right of Counsel & Rescission:** The Parishioner understands that this Agreement is a legal document, and the Parishioner has the right to consult with an attorney before signing it if desired. Your MSMHP encourages you to consult an attorney prior to signing or during a 15-day rescission period. You may rescind this Agreement for 15 days after signing it; you agree that it will be in full force and effect until the date received at the MSMHP's location. To rescind it, return a copy to the MSMHP by certified mail-return receipt only with "CANCELED" written on the first page, and signed by you underneath that word. The Agreement will then be rescinded for all future care, but you agree it will be valid for any and all care provided by the MSMHP to the Parishioner for the entire period of all services up to rescission. You do not have to sign this agreement to receive assistance. **Authority to Sign:** The Parishioner represents that he or she does in fact have the authority to sign and execute this document on his/her own behalf (if signed by the Parishioner), or on behalf of the Parishioner (if signed by a person or persons other than the Parishioner.) The Parishioner or representative agrees and states that he/she has consulted with any and all others who might be a party to any action (spouse, family member, etc.) and all such parties have agreed to be party to this Agreement without the need to sign this Agreement. **No Undue Influence:** The individual signing this Agreement hereby acknowledges that he or she has not been pressured, induced, coerced, or intimidated in any way into signing this Agreement, and has signed it of his or her own free will and accord and not under duress of any kind. The parties agree that they have been given every opportunity to ask questions and receive answers concerning the specifics and intent of this Agreement. **Frivolous Legal Actions:** The Parishioner agrees that under no circumstances will a frivolous action or claim be brought against the MSMHP, and the MSMHP agrees to not bring any frivolous action or claim against the Parishioner. If two or more Arbitrators rule that any action or claim brought against either party is frivolous in nature, the prevailing party shall be entitled to economic and non-economic damages, including loss of wages or other compensation, damage to reputation, full attorneys' fees and punitive damages. **Mediation:** At the MSMHP's sole expense, upon any complaint or alleged injury to the Parishioner, the parties agree to promptly mediate in good faith with a qualified mediator prior to Arbitration. A qualified professional mediator with an appropriate background shall be mutually agreed upon. Mediation may occur by videoconference. **Provisions:** Any item of this Agreement may be discussed, negotiated, or changed by mutual agreement prior to signing it as presented here or during the 15-day rescission period.

**BY SIGNING THIS CONTRACT, YOU AGREE TO HAVE ANY ISSUE OF ALLEGED SERVICES NEGLIGENCE OR BREACH OF CONTRACT BETWEEN YOU AND YOUR MSMHP OR OTHER PARTIES WHO LATER JOIN IN THE ARBITRATION DECIDED BY BINDING ARBITRATION IN WHICH BOTH PARTIES GIVE UP THEIR RIGHT TO A TRIAL BY JURY, OR TRIAL BY A JUDGE.**

*I hereby agree that all provisions of this Agreement as in full effect, and no item or provision may be crossed out, excised or removed save by mutual consent. I further agree and certify by signing this document that I have received my own separate copy of this Agreement in hard copy or electronically. I understand that this Agreement is valid, enforceable and legal anywhere, in any country, principality or geographical point on earth. I provide my consent to add any other parties at some later date who may participate in any arbitration process under this Agreement. For these parties added later as well, arbitration shall be the sole remedy for dispute resolution without any judge, jury or trial.*

**To Be Completed by the Parishioner, Parent, or other Authorized Representative**

Name of Parishioner: \_\_\_\_\_ Signature (Parishioner, Parent, Authorized Rep.): \_\_\_\_\_ Date: \_\_\_\_\_  
 Signer's Relationship to Parishioner (pls. check one): ☐Self ☐Mother ☐Father ☐Other (Specify): \_\_\_\_\_

MINISTERIAL SPIRITUAL/MEDICAL HYGIENE PROVIDER'S (MSMHP'S) CONSENT TO ARBITRATION: In consideration of the execution of this Agreement, the undersigned as legal representative of the MSMHP hereby agrees to be bound by all the terms above.

SIGNATURE of Ministerial Spiritual/Medical Hygiene Provider: \_\_\_\_\_ individually & on behalf of

PARTIES ADDED After Date Above (Name, Company & Signature): \_\_\_\_\_