

Potter County Texas Venue Agreement for any Health Care Liability Claim

Parties:

The Parties to this agreement are:

1. Amarillo Medical Specialists, LLP and all Amarillo Medical Specialists staff Physicians, Nurse Practitioners, and Physician Assistants (collectively referred to as "PHYSICIAN"); and
2. _____ ("PATIENT").

Definitions:

1. HEALTH CARE LIABILITY CLAIM means a cause of action against a physician or a physician's employees for treatment, lack of treatment, or other claimed departure from accepted standards of medical care or health care or safety which proximately results in injury to or death of the patient, whether the patient's claim or cause of action sounds in tort or contract, whether the claim or cause of action is now known or unknown, and whether the claim or cause of action is a result of past or future medical care;

For Good and Valuable Consideration including but not limited to the medical care services provided by PHYSICIAN, PHYSICIAN and PATIENT Agree as Follows:

1. Representations: PATIENT warrants and represents the following:
 - i. I have read the Agreement;
 - ii. I fully understand the terms and provisions of the Agreement or, in the event that I do not fully understand the terms and provisions, I will consult an attorney of my choosing to discuss this Agreement and have the terms and provisions fully explained to me to my satisfaction;
2. Venue and Choice of Law: This Agreement and any HEALTH CARE LIABILITY CLAIM will be governed by and construed in accordance with the laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas. Any dispute arising out of this agreement and any HEALTH CARE LIABILITY CLAIM shall be heard by a Texas state court of competent jurisdiction located in Potter County, Texas. Accordingly, PATIENT and PHYSICIAN agree that venue for purposes of any dispute arising out of this agreement and HEALTH CARE LIABILITY CLAIM shall be in state court – and not federal court – in and for Potter County, Texas, and that only the laws of the State of Texas will govern such dispute or claim.
3. Severability Clause: If any of the terms, conditions, or provisions of this Agreement are held to be illegal, invalid or unenforceable by any court of competent jurisdiction, the legality, validity, and enforceability of all remaining terms, conditions, or provisions will not be affected thereby. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement, a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

PATIENT Name:

Date