



## Informed Consent

I, the undersigned, have voluntarily requested that Dr. Christine T Lipat assist me in the management of my health concerns and goals. I have understood and agree to all policies and terms provided in the Office Policies and Procedures. I understand that Dr. Christine T Lipat is a chiropractor and her services are not to be construed or to serve as a substitute for standard medical care. Dr. Christine T Lipat recommends that I undergo regular routine medical check-ups by my medical doctor.

I \_\_\_\_\_, do hereby give my consent to the performance of conservative noninvasive treatment to the joints and soft tissues. I understand that the procedures may consist of manipulations/adjustments involving the movement of the joints and soft tissues. Physical therapy, percussive therapy, home exercises, nutritional supplements, zero-point energy balancing, reiki, multi-polar magnets and dietary recommendations may also be used. In addition, I authorize the use of kinesiology muscle testing for the purpose of accessing the energetic anatomy (organ reflexes, acupressure points and meridians, etc.) of the body and determining optimal chiropractic, neuroemotional and nutritional approaches. I understand that the procedure is carried out by noting changes in muscle strength while an organ, gland, area of the body, substance or function is being tested.

All therapies utilized at Niu Health Chiropractic are valuable for healing. However some therapies are designated as “unproven” as their effects have not been thoroughly researched. Although we assess many body functions, our goal is to treat imbalances and eliminate interference to the expression of the body’s innate wisdom. Therefore we do not offer diagnosis or treatment for specific diseases.

Routine chiropractic examination and treatment may involve some of the following methods:

- Observation: General assessment/appraisal in all postures.
- Inspection: Visualization includes general body viewing in a standing position, front, back and side. All symptomatic (painful) body parts may be viewed. Women may continue wearing their bra in the course of examination unless it obscures visualization of injured/abnormal body parts.
- Auscultation: Using a stethoscope to listen for blood pressure and other body sounds.
- Palpation: The doctor will feel for tenderness, heat, swelling, nodularity, laxity/integrity of tissues and other abnormalities.
- Percussion: Using a rubber hammer and tapping on bones or tendons.
- Orthopedic/neurologic testing: These are standard tests to assess your neuromusculoskeletal system.

Although spinal manipulation/adjustment is considered to be one of the safest forms of therapy, I am aware that there are possible risks and complications associated with these procedures as follows.

Risks from Treatment:

- Soreness: I am aware that like exercise, it is common to experience muscle soreness in the first few treatments.
- Dizziness: Temporary symptoms like dizziness and nausea can occur but are relatively rare. Please inform Dr. Christine T. Lipat if you experience these symptoms.
- Fractures/Joint injury/muscle strains: I further understand that in isolated cases underlying physical defects, deformities or pathologies like weak bones from osteoporosis may render the patient susceptible to injury. When osteoporosis, degenerative disc disease, or other abnormalities are detected, the doctor will proceed with caution.

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The doctor will not give a chiropractic adjustment or use other ancillary procedures if he is aware that such care may be contraindicated.

- Stroke or Cardiovascular Accident: These same conditions can occur with leaning your head back to have your hair washed at the beauty parlor, star gazing, rotating your head to look in your rearview mirror, rotating your head as a spectator in a live sporting event, extending your head back during an eye or dental exam, etc. The risks of stroke or cardiovascular accident in any of these situations are increased if you're an active smoker, have high cholesterol, have high blood pressure, are on hormones, are overweight, take diet pills or other metabolism enhancing products, or are over the age of 50. These are the same risk factors found within the general population. If you are aware of any health conditions applying to you or within our family history, please inform your Dr. Christine T. Lipat. I am aware that nerve or brain damage including stroke is reported to occur once in one million to once in ten million chiropractic treatments.

I do not expect the doctor to be able to anticipate all risks and complications and I wish to rely on the doctor to exercise judgement during the course of the procedure(s) which the doctor feels at the time, based upon the facts then known, are in my best interest.

I also understand that there are beneficial effects associated with these treatment procedures including decreased pain, improved mobility and function and reduced muscle spasm. However, I understand that there is no certainty that I will achieve these benefits. I realize that the practice of medicine, as well as chiropractic, is not an exact science and I acknowledge that no guarantee has been made to me regarding the outcome of these procedures.

I agree to the performance of these procedures by my doctor of chiropractic and/or other licensed doctors of chiropractic who now or in the future render treatment to me while employed by, working for, or associated with, or serving as a back-up for the doctor of chiropractic named below.

Reasonable alternatives to these procedures have been explained to me including rest, home application of therapy, prescription or over-the-counter medication, exercise and possible surgery.

- Medications: Medication can be used to reduce pain and inflammation. I am aware that long term use or over use of medication is always a cause for concern. Drugs may mask pathology, produce inadequate or short term relief, undesirable side effects, physical or psychological dependence and may have to be continued indefinitely.
- Rest/Exercise: It has been explained to me that simple rest may not reverse pathology, although it may temporarily reduce inflammation and pain. The same is true of ice, heat or other home therapy. Prolonged bed rest contributes to weakened bones and stiff joints. Exercises are of limited value but are not corrective of injured nerve and joint tissue.
- Surgery: Surgery may be necessary for conditions such as joint instability or serious disc rupture, among others. Surgical risks may include an unsuccessful outcome, complications, pain, adverse reaction to anesthesia, prolonged recovery, or even death.
- Non-treatment: I understand the potential risks of refusing or neglecting care. These risks may include increased pain, scar/adhesion formation restricted motion, possible nerve damage, increased inflammation and worsening pathology. The aforementioned may complicate treatment making future recovery and rehabilitation more difficult.

I have read [ ] or someone has read to me [ ] the above explanation of chiropractic treatment. The doctor has also asked me if I want a more detailed explanation, but I am satisfied with the explanation. I have been informed of the risks and have myself decided voluntarily and freely that it is in my best interest to undergo the chiropractic treatment recommended.

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I intend this consent form to cover the entire course of treatment for my present condition and for any future condition(s) for which I seek treatment. To attest to my consent to these examination and treatment procedures, I hereby affix my signature to this Informed Consent form.

[ ] I, \_\_\_\_\_ being the parent or legal guardian of \_\_\_\_\_ have read and fully understand the above Informed Consent and hereby grant permission for my child to receive chiropractic care.

Name of Patient:

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Signature of patient:

Date and time:

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## **Arbitration Agreement Between Health Care Provider and Patient**

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 Hawai'i law, and not by a lawsuit or resort to court process except as Hawai'i 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 the intention of the parties that this agreement bind all parties whose claims may arise out of or relate 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 the 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 or punitive damages. Filing of any action in any court by the health care provider to collect any fee from the patient shall not waive the right to compel arbitration of any malpractice claim. However, following the assertion of any claim against the health care provider, any fee dispute, whether or not the subject of any existing court action, shall also be resolved by arbitration.

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 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 Provisions: All claims based upon the same incident, transaction or related circumstances shall be arbitrated in one processing. 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 Hawai'i 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.

Effective as of the date of first professional services.

If any provision of this 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.

NOTICE: BY SIGNING THIS CONTRACT YOU ARE AGREEING TO HAVE ANY ISSUE OF CHIROPRACTIC MALPRACTICE DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL. SEE ARTICLE 1 OF THIS CONTRACT.

Healthcare Provider's Name and Signature \_\_\_\_\_ Date \_\_\_\_\_

Patient's Name \_\_\_\_\_

Signature of Patient or Patient's representative \_\_\_\_\_ Date \_\_\_\_\_

Relationship to Patient \_\_\_\_\_

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