

## BOTOX MEDICAL HISTORY

Name \_\_\_\_\_ Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Email \_\_\_\_\_  
Home Phone \_\_\_\_\_ Work/Cell Phone \_\_\_\_\_  
Primary Physician's Name \_\_\_\_\_ Phone # \_\_\_\_\_  
B/P \_\_\_\_\_ T \_\_\_\_\_ P \_\_\_\_\_ R \_\_\_\_\_ DOB \_\_\_\_\_ Age \_\_\_\_\_ Ht \_\_\_\_\_ Wt \_\_\_\_\_

Please list all medications you are currently taking: \_\_\_\_\_

Allergies: \_\_\_\_\_ Are you on Antibiotics at this time? \_\_\_\_\_

**Circle any of the following illnesses you have or have ever had in the past:**

Myasthenia Gravis    Hepatitis    Eye Disease    Autoimmune Disease    Vision Problems  
Numbness    Muscle Weakness    Multiple Sclerosis    Amyotrophic Lateral Sclerosis (ALS)  
Parkinson's Disease    Neurological Disorders    Lambert-Eaton Syndrome

List and/or Explain Other Medical Conditions not listed above: \_\_\_\_\_

Previous Hospitalizations/Operations: \_\_\_\_\_

**WOMEN:** Are you Pregnant, Trying to get Pregnant, or Lactating (nursing)? \_\_\_\_\_

Have you had Plastic Surgery or other surgery to your face/neck areas when? \_\_\_\_\_

Had Botox® injections before? \_\_\_\_\_ Last treatment? \_\_\_\_\_ What Areas? \_\_\_\_\_  
Were you happy with previous Botox® treatments? \_\_\_\_\_

Explain \_\_\_\_\_

Have you ever had eyelid/eyebrow droop after Botox®? \_\_\_\_\_

Do you show a lot of upper eye lid when eyes are open? \_\_\_\_\_

Do your eyelids feel extra heavy when you don't get enough sleep? \_\_\_\_\_

Do your eyelids droop without sleep? \_\_\_\_\_

Areas of special concern to patient? \_\_\_\_\_

I understand the information on this form is essential to determine my medical and cosmetic needs and the provision of treatment. I understand that if any changes occur in my medical history/health I will report it to the office as soon as possible. I have read and understand the above medical history questionnaire. I acknowledge that all answers have been recorded truthfully and will not hold any staff member responsible for any errors or omissions that I have made in the completion of this form.

Patient Signature \_\_\_\_\_ Date \_\_\_\_\_

## CONSENT TO BOTOX® BOTULINUM TOXIN "A" TREATMENT

Botox® a neurotoxin produced by the bacterium Clostridium A. Botox® can relax the muscles on areas of the face and neck which cause wrinkles associated with facial expressions. Treatment with Botox can cause your facial expression lines or wrinkles to essentially disappear. Areas most frequently treated are: a) glabellar area of frown lines, located between the eyes; b) crow's feet (lateral areas of the eyes); and c) forehead wrinkles. Botox is diluted to a very controlled solution and when injected into the muscles with a very thin needle, it is almost painless. Clients may feel a slight burning sensation while the solution is being injected. The procedure takes about 15-20 minutes and the results last 3-6 months. With repeated treatments, the results may tend to last longer.

### RISKS AND COMPLICATIONS

It has been explained to me that there are certain inherent and potential risks and side effects in any invasive procedure and in this specific instance such risks include but are not limited to: 1. Post treatment discomfort, swelling, redness, and bruising, 2. Double Vision 3. Rarely weakened tear duct 5. Post treatment bacterial, and/or fungal infection requiring further treatment 6. Allergic reaction 7. Minor temporary droop of eyelid(s) in approximately 2% of injections, this usually lasts 2-3 weeks 8. Occasional numbness of the forehead lasting up to 2-3 weeks, 9. Transient headache, and 10. Flu-like symptoms may occur.

### PHOTOGRAPHS

I authorize the taking of clinical photographs and their use for scientific purposes both in publications and presentations. I understand my identity will be protected.

### PREGNANCY, ALLERGIES & NEUROLOGIC DISEASE

I am not aware that I am pregnant and I am not trying to get pregnant, I am not Lactating (nursing), have any significant Neurologic disease including but not limited to Myasthenis Gravis, Multiple Sclerosis, Lambert-Eaton Syndrome, Amyotrophic Lateral Sclerosis (ALS), Parkinson's or that I have any allergies to the toxin ingredients, or to human albumin.

### PAYMENT

I understand that this is an "elective" cosmetic procedure and that payment is my responsibility.

### RESULTS

I am aware that when small amounts of purified botulinum ("BOTOX®") are injected into a muscle it causes weakness or paralysis of that muscle. This appears in 2 – 10 days and usually lasts 3-6 months but can be shorter or longer. In a very small number of individuals, the injection does not work as satisfactorily or for as long as usual and their some individuals who do not respond at all. I understand that I will not be able to "frown" while the injection is effective but that this will reverse after a period of months at which time re-treatment is appropriate. I understand that I must stay in the erect posture and that I must not manipulate the area (s) of the injections for the 2 hours post-injection period.

I understand this an elective procedure and I hereby voluntarily consent to treatment with Botox® injection for the condition known as: Facial Dynamic Wrinkles. The procedure has been fully explained to me. I have read the above and understand it. My questions have been answered satisfactorily. I accept the risks and complications of the procedure and I understand that no guarantees are implied as to the outcome of the procedure. I also certify that if I have any changes in my medical history I will notify the office immediately.

---

Patient Name (Print)

Patient Signature

Date

---

Witness Name (Print)

Witness Signature

Date

---

## **PRE - TREATMENT INSTRUCTIONS**

In an ideal situation it is prudent to follow some simple guidelines before treatment that can make all the difference between a fair result or great result, by reducing some possible side effects associated with the injections. We realize this is not always possible; however, minimizing these risks is always desirable.

- **Avoid Alcoholic beverages** at least **24 hours** prior to treatment (Alcohol may thin the blood increasing risk of bruising).
- **Avoid Anti-inflammatory / Blood Thinning medications** ideally, for a period of **two (2) weeks** before treatment. Medications and supplements such as Aspirin, Vitamin E, Gingo Biloba, St. John's Wort, Ibuprofen, Motrin, Advil, Aleve, Vioxx, and other NSAIDS are all blood thinning and can increase the risk of bruising/swelling after injections.
- **Schedule Botox® appointment** at least **2 weeks** prior to a special event which may be occurring, i.e., wedding, vacation, etc. etc. It is not desirable to have a very special event occurring and be bruised from an injection which could have been avoided.

## BOTOX® POST - TREATMENT INSTRUCTIONS

The guidelines to follow post treatment have been followed for years, and are still employed today to prevent the possible side effect of ptosis. These measures should minimize the possibility of ptosis almost 98%.

- **No straining, heavy lifting, vigorous exercise for 3-4 hours** following treatment. It is now known that it takes the toxin approximately 2 hours to bind itself to the nerve to start its work, and because we do not want to increase circulation to that area to wash away the Botox® from where it was injected. *This waiting period continues to be recommended by most practitioners.*
- **Avoid Manipulation of area for 3-4 hours** following treatment. (For the same reasons listed above.) This includes not doing a facial, peel, or micro-dermabrasion after treatment with Botox®. **A facial, peel, or micro-dermabrasion can be done in same appointment only if they are done before the Botox®.**
- **Facial Exercises in the injected areas is recommended for 1-hour** following treatment, to stimulate the binding of the toxin only to this localized area.
- **Do not lie down or bend over for 3-4 hours** following treatment. (This instruction has been employed for years by some practitioners, although, we have not been able to find out the main reason for this since many practitioners inject while the patient is in a lying position. Many practitioners do not adhere to this anymore.
- **It can take 2-10 days to take full effect.** It is recommended that the patient contact office no later than 2 weeks after treatment if desired effect was not achieved and no sooner to give toxin time to work.

**Makeup** may be applied before leaving the office. Some practitioners recommend avoiding Retin-A, Glycolic acid, Vitamin C, and Kinerase for 24 hrs to the treated areas.

# PHYSICIAN – PATIENT ARBITRATION AGREEMENT

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 FLORIDA Law, and not by a lawsuit or resort to court process except as FLORIDA Law provides for judicial review of arbitration proceedings. Both parties to this contract by entering into it, are giving up their constitutional rights 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 service provided by the physician including any spouse or heirs of the patient and any children, whether born or unborn, at the time of the occurrence giving rise to any claim. In the case of any pregnant mother, the term "patient" herein shall mean both the mother and the mother's expected child or children.

All claims for monetary damages exceeding the jurisdictional limit of the small claims court against the physician and the physician's partners, associates, association, corporation or partnership, and the employees, agents and estates of any of them, 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 physician to collect any fee for the patient shall not waive the right to compel arbitration of any malpractice claim.

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 of a demand for a neutral arbitrator by either party. Each party to the arbitration shall pay such party's pro rata share of the expenses and feed of the neutral arbitrator, together with other expenses of the arbitration incurred or approved by the neutral arbitrator, not including counsel fees or witness feed, or other expenses incurred by a party for such party's own benefit. The parties agree that the arbitrators have the immunity of the judicial officer from civil liability when acting in the capacity of arbitrator under this contract. This immunity shall supplement, not supplant, any other applicable statutory or common law.

Either party shall have the absolute right to arbitrate separately the issues of liability and damages upon written request to the neutral arbitrator.

The parties consent to the intervention and joinder in this arbitration of any person or entity which 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 agree that provisions of FLORIDA law, applicable to health care providers shall apply to disputes within this arbitration agreement, including, but not limited to, Code of Civil Procedure Sections 340.5 and 667.7 and Civil Code Sections 3333.1 and 3333.2. Any party may bring before the arbitrators a motion for summary judgment or summary adjudication in accordance with the Code of Civil Procedure. Discovery shall be conducted pursuant to Code of Civil Procedure section 1283.05, however, depositions may be taken without prior approval of the neutral arbitrator.

Article 4: General Provisions: All claims based upon the same incident, transaction or related circumstances shall be arbitrated in one proceeding. 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 FLORIDA statute of limitations, or (2) the claimant fails to pursue the arbitration claim in accordance with the procedures prescribed herein with reasonable diligence. With respect to any matter not herein expressly provided for, the arbitrators shall be governed by the FLORIDA Code of Civil Procedure provisions relating to arbitration.

Article 5: Revocation: This agreement may be revoked by written notice delivered to the physician within 30 days of signature. It is the intent of this agreement to apply to all medical services rendered any time for any condition.

Article 6: Retroactive Effect: If patient intends this agreement to cover services rendered before the date it is signed (including, but not limited to, emergency treatment) patient should initial below: Patient's Initials: \_\_\_\_\_

If any provision of this arbitration agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and 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 MEDICAL MALPRACTICE DECIDED BY NEUTRAL ARBITRATION AND YOU ARE GIVING UP YOUR RIGHT TO A JURY OR COURT TRIAL. SEE ARTICLE 1 OF THIS CONTRACT.

Patient Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Medical Professional/Group Print Name \_\_\_\_\_

Representative Signature \_\_\_\_\_ Date \_\_\_\_\_