



## COVID-19 Assumption of Risk, Release, and Waiver of Liability Agreement

**RELEASE AND WAIVER.** In consideration of my receiving pulmonary services from Medcorps Asthma and Pulmonary Specialists (the "Services"), I, being 18 years of age or older, do hereby forever release, waive, discharge, and covenant not to sue Medcorps Asthma and Pulmonary Specialists and its past, current, and future officers, directors, employees, members, volunteers, contractors, representatives, parents, owners, affiliates, agents, successors, and assigns (collectively, "Service Provider") from any and all damages, injuries, losses, liability, claims, causes of action, litigation, or demands, including but not limited to those for personal injury, sickness, or death, as well as property damages and expenses, of any nature whatsoever which may be incurred, directly or indirectly, now or in the future, in any way related to COVID-19 and in connection with my participation in the Services or any travel related thereto. I promise not to sue Service Provider for any of the foregoing.

**ASSUMPTION OF RISKS.** I understand that while Service Provider has undertaken reasonable steps to lessen the risk of transmission of COVID-19 in connection with the Services, Service Provider is not responsible in any manner for any risks related to COVID-19 in connection with the Services. I understand that the World Health Organization has classified the COVID-19 outbreak as a pandemic. I further understand that COVID-19 is a highly contagious and dangerous disease, and that contact with the virus that causes COVID-19 may result in significant personal injury or death. I am fully aware that participation in the Services (including any related travel) carries with it certain inherent risks related to COVID-19 transmission ("Inherent Risks") that cannot be eliminated regardless of the care taken to avoid such risks. Inherent Risks may include, but are not limited to, (1) the risk of coming into close contact with individuals or objects that may be carrying COVID-19; (2) the risk of transmitting or contracting COVID-19, directly or indirectly, to or from other individuals; and (3) injuries and complications ranging in severity from minor to catastrophic, including death, resulting directly or indirectly from COVID-19 or the treatment thereof. Further, I understand that the risks of COVID-19 are not fully understood, and that contact with, or transmission of, COVID-19 may result in risks including but not limited to loss, personal injury, sickness, death, damage, and expense, the exact nature of which are not currently ascertainable, and all of which are to be considered Inherent Risks. I hereby voluntarily accept and assume all risk of loss, personal injury, sickness, death, damage, and expense arising from such Inherent Risks. Furthermore, I represent and warrant that I do not suffer from any medical condition or disease that might in any way hinder or prevent me from receiving the Services, including, to my knowledge, COVID-19.

This COVID-19 Assumption of Risk, Release, and Waiver of Liability Agreement ("Agreement") shall be binding on my heirs, executors, administrators, successors, and assigns. I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by applicable laws, and that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. This Agreement contains the entire understanding of the parties relating to the subject matter, and shall not be altered, modified, amended, waived or supplemented in any manner whatsoever except by a written agreement signed by both parties hereto or their duly authorized representatives. This Agreement may be executed, made and delivered electronically.

To the maximum extent permitted by applicable law, I (a) covenant and agree not to elect a trial by jury with respect to any issue arising out of this Agreement or the Services that is triable of right by a jury, and (b) waive any right to trial by jury with respect to such issue to the extent that any such right exists now or in the future. This waiver of right to trial by jury is given knowingly and voluntarily.

I have read and understood this Agreement and enter into it voluntarily in consideration of the opportunity to participate in the Services. I acknowledge I am giving up legal rights and/or remedies which may be available to me.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_



All patients and designated support person will be required to answer screening questions, have temperature checked and sign release prior to being seen in office. Thank you for your cooperation.

1. Within the past 14 days, have you have been in close physical contact (6 feet or closer for at least 15 minutes) with a person who is known to have a laboratory-confirmed positive COVID-19 test.

Yes Who \_\_\_\_\_ No

When \_\_\_\_\_

2. Have you or anyone you have been in close physical contact (6 feet or closer for at least 15 minutes) been tested for COVID-19 and are awaiting results?

Yes Who \_\_\_\_\_ No

When \_\_\_\_\_

3. Have you or anyone you have been in close physical contact (6 feet or closer for at least 15 minutes) had any symptoms consistent with COVID-19 over the previous 2 to 14 days??

Symptoms of COVID-19 include

Fever (>100.4) Chills Diarrhea Nausea Loss of sense of smell or taste Severe headache Sore throat  
New or Worsening Shortness of breath Difficulty breathing New or Worsening Cough Muscle or body  
aches Congestion or runny nose

Yes Who \_\_\_\_\_ No

When \_\_\_\_\_

4. Have you traveled outside the State of New Jersey within the last 14 days?

Yes (Please Clarify what state): \_\_\_\_\_ No

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature \_\_\_\_\_

Date of Birth \_\_\_\_\_