

**ASSUMPTION AND ACKNOWLEDGEMENT OF
COVID-19 RISK WAIVER AND RELEASE OF CLAIMS**

In response to the COVID-19 pandemic, _____ (the "Facility") has implemented a number of policies, procedures, mitigation efforts, and recommendations to protect residents and staff in alignment with public health recommendations. By entering the Facility, and by signing this agreement ("Agreement") you agree to comply with our protocols, policies, and procedures in effect at the time, as well as any changes thereto, and to honestly answer all screening questions. Because of the nature of COVID-19, you acknowledge that it is impossible to eliminate or fully control all risks associated with COVID-19, and we cannot assure that you will not be exposed to, or acquire COVID-19, while at the Facility.

Acknowledgment: By signing below you acknowledge: (a) Facility has informed you of the risk of contracting COVID- 19 within the Facility and you voluntarily accept and assume this risk; (b) you understand for the protection of others within the Facility, including residents, staff and visitors, we have implemented screening and isolation protocols, you have been informed of the protocols, have had an opportunity to ask questions and agree to comply with the protocols; (c) you understand we reserve the right to change the screening and isolation protocols at any time without notice and you agree to comply with, and be bound by, the revised protocols in effect at the time; and (d) you have not been exposed to or diagnosed with COVID-19 within the past 14 days or any other communicable disease.

Waiver of Liability & Release of Claims: By signing below and with full awareness and appreciation of the risks involved, and to the extent allowed by law, you for yourself and for your heirs and assigns hereby release, covenant not to sue, waive and discharge the Facility, and/or any of its owners, directors, officers, directors, operators, members, managers, employees, contractors, agents and other representatives, from any liability, claims, demands, actions, damages, expenses, and causes of action whatsoever including, but not limited to negligence, arising out of or related to any loss, damage or injury, including death associated with you (or your loved one, if applicable) acquiring or being exposed to COVID-19 while visiting the Facility, ("Claim").

Agreement and Arbitration Clause: Your signature below acknowledges and evidences you are of legal age and/or otherwise are legally authorized to sign this Agreement; you have read, understand and voluntarily agree to this Assumption and Acknowledgement of COVID-19 Risk, Waiver and Release of Claims; and you have either consulted an attorney or waive any right You may have to consult an attorney regarding this Agreement. **You also agree that any Claim you or Facility may bring arising out of or related to this Agreement shall be arbitrated by JAMS, see <http://www.jamsadr.com>, pursuant to the JAMS Consumer Arbitration Minimum Standards, incorporated herein at <https://www.jamsadr.com/consumer-minimum-standards/>. JAMS shall exclusively determine questions of arbitrability under this Agreement. The Federal Arbitration Act governs this Agreement.**

Signature of Individual

Date

Printed Name

Signature of Facility employee: I witnessed the above signature of Visitor:

Signature: _____

Date: _____