



## 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: \_\_\_\_\_

100 Kings Way East, #D1  
Sewell NJ 08080  
(856) 352-6572 - Office  
(856) 352-6710 - Fax

211 S. Main St. #203  
CapeMay Court House, NJ 08210  
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222 New Road. #201  
Linwood, NJ 08221  
(609) 788-8953 - Office  
(609) 904-6929 - Fax

910 Kenton Station Dr,  
Maysville, KY 41056  
(606) 759-9424 - Office  
(606) 759-1118 - Fax



NAME: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

Temperature \_\_\_\_\_

1. Have you experienced any of the following symptoms in the past 48 hours:      Yes      No
- chills                      • headache                      • New loss of smell                      • muscle aches                      • shortness of breath
  - fatigue                      • body aches                      • New loss of taste                      • sore throat                      • difficulty breathing
  - diarrhea                      • nausea or vomiting                      • congestion or runny nose                      • fever ≥100.0°F                      • cough

2. Are you isolating or quarantining because you tested positive for COVID-19 or are worried that you may be sick with COVID-19?      Yes      No

3. Are you fully vaccinated OR have you recovered from a documented COVID-19 infection in the last 3 months?      Yes      No

**IMPORTANT: IF YOU ANSWERED "NO" TO QUESTIONS 1 AND 2 AND "YES" TO QUESTION 3, PLEASE SKIP TO THE CERTIFICATION STEP BELOW.**

4. Have you been in close physical contact in the last 14 days with:      Yes      No

- Anyone who is known to have laboratory-confirmed COVID-19?
- OR
- Anyone who has any symptoms consistent with COVID-19?

5. Are you currently waiting on the results of a COVID-19 test?      Yes      No

6. Have you traveled in the past 10 days to countries or states other than those connected to New Jersey, such as Pennsylvania, New York, and Delaware?      Yes      No

I certify that my responses are true and correct.

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

Date of Appointment: \_\_\_\_\_

- #3 To be considered fully vaccinated, you must be ≥2 weeks following receipt of the second dose in a 2-dose series or ≥2 weeks following receipt of one dose of a single-dose vaccine.
- #4 Close physical contact is defined as being within 6 feet of an infected/symptomatic person for a cumulative total of 15 minutes or more over a 24-hour period starting from 48 hours before illness onset (or, for asymptomatic individuals, 48 hours prior to test specimen collection).
- #5 answer "no" if they are waiting on the results of a pre-travel covid-19 test.
- #6 Travel is defined as any trip that is overnight AND on public transportation (plane, train, bus, Uber, Lyft, cab, etc.) OR any trip that is overnight AND with people who are not in your household.

Unvaccinated individuals who do travel should get tested 1-3 days before their trip, 3-5 days after travel, and stay home and self-quarantine for 7 days after domestic travel.

**Domestic travel** is defined as lasting 24 hours or longer to states or US territories other than those connected to New Jersey, such as Pennsylvania, New York, and Delaware.

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