

*Notice:* By signing this agreement you give up your right to bring legal action or recover any compensation or obtain any other remedy for any illness or death by exposure to or infection by COVID-19 or any other virus, including any exacerbation of a pre-existing condition, however caused, arising out of your employment at (*ENTER NAME OF FACILITY OR COMMUNITY*). This does not waive any right to file a workers' compensation claim; however, workers' compensation insurance may not cover

**Employee Release of Liability and Assumption of Risk**

1. In consideration for receiving for employment or continued employment at (*ENTER NAME OF FACILITY OR COMMUNITY*) (herein referred to as the FACILITY/COMMUNITY), I hereby **RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS** for any and all purposes the FACILITY/COMMUNITY and their respective owners, management company (if any), affiliates, officers, servants, agents, volunteers, or employees (herein collectively referred to as RELEASEES) **FROM ANY AND ALL LIABILITIES, RESPONSIBILITIES, CLAIMS, DEMANDS, CAUSES OF ACTION OR INJURY, EXACERBATION OF ANY PRE-EXISTING CONDITION, OR DEATH ARISING OUT OF OR RELATED TO COVID-19 OR OTHER VIRUSES**, that may be sustained by me while employed at the FACILITY/COMMUNITY, whether caused by RELEASEES' negligence or otherwise, or while on the premises owned or leased by RELEASEES. If the FACILITY'S/COMMUNITY'S workers' compensation insurance covers claims for COVID-19 or other viruses, this Employee Release of Liability and Assumption of Risk does not prevent me from filing a workers' compensation claim.

2. **I acknowledge there may be risk of contracting or spreading COVID-19 or other viruses during my employment at the FACILITY/COMMUNITY.** I am fully aware there are inherent risks of possible infection with COVID-19 or other viruses involved with employment at the FACILITY/COMMUNITY, and I voluntarily enter/continue employment at the FACILITY/COMMUNITY with full knowledge that said employment may be hazardous to me. **I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PERSONAL INJURY, EXACERBATION OF ANY PRE-EXISTING CONDITION, OR DEATH DUE TO POSSIBLE OR ACTUAL EXPOSURE TO OR CONTRACTION OF COVID-19 OR OTHER VIRUSES** that may be sustained by me as a result of my employment at the FACILITY/COMMUNITY and exposure to its patients or Residents, employees, vendors, and visitors. I further agree to indemnify and hold harmless the RELEASEES for any loss, liability, judgment, settlement, damage or costs, including court costs and attorney's fees for both the trial and appellate levels that may occur as a result of or in any way related to exposure to or infection by COVID-19 or other viruses during my employment by FACILITY/COMMUNITY, whether caused by any negligence of RELEASEES' or otherwise.

3. I understand that RELEASEES may not maintain any insurance policy, unless or except where COVID-19 might be covered by workers' compensation insurance, that would provide insurance coverage of any kind to the FACILITY/COMMUNITY should I contract COVID-19 or other viruses. As such, I am aware I should review my personal health insurance coverage, short and/or long-term disability policies, and life insurance, to the extent such coverages are available to me.

4. I hereby certify that I am at least 18 years of age, and I am legally competent to sign this release form. If I am under the age of 18, I have had my legal parent/ guardian sign this agreement, along with myself. It is my express intent this release shall bind the members of my family and spouse, if I am alive, and my heirs, assigns, and personal representatives, if I am deceased. This Employee Assumption of Risk shall be governed by the laws of the State of (*ENTER NAME OF STATE*). **The FACILITY/COMMUNITY and the employee listed below do hereby voluntarily agree that any dispute arising hereunder shall be submitted to binding arbitration and not to a court for determination. Arbitration shall commence after written notice is given from either party to the other, such arbitration shall be accomplished expeditiously in the county and state where the FACILITY/COMMUNITY which is the subject of this agreement is located, and shall be conducted in accordance with the rules of the American Arbitration Association.**

I hereby represent that **I HAVE READ THIS EMPLOYEEE RELEASE AND ASSUMPTION OF RISK FORM IN ITS ENTIRETY AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS IT CONTAINS AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT VOLUNTARILY** as my own free act and deed; no oral representations, statements, or inducements apart from this release form have been made. I execute this document for full, adequate, and complete consideration fully intending to be bound by the same, now and in the future.

**Employee Printed Name:** \_\_\_\_\_

**Employee Signature:** \_\_\_\_\_

Date Signed: Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

**Community/Facility by (printed name):** \_\_\_\_\_

**Community/Facility by (signature):** \_\_\_\_\_

Date Signed: Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_