

**COVID-19 (“Coronavirus”) Acknowledgement, Release from Liability
and Indemnification Agreement**

This Acknowledgement, Release from Liability and Indemnification Agreement (“Agreement”) is effective between the Resident and the individual signing on behalf of the Resident, including heirs or assigns (“Releasor”) and _____ including its officers, directors, employees, volunteers, agents, and assigns (collectively, the “Facility”).

Releasor acknowledges the following:

1. The Facility is a licensed **Residential Care Facility for the Elderly (“RCFE”)**. RCFEs are not medical facilities. RCFEs are not equipped to treat infections like a hospital or skilled nursing facility nor held to the same standards as medical facilities.
2. COVID-19, also known as the “Coronavirus,” is a highly infectious virus. The COVID-19 situation is rapidly changing.
3. Those over 65 years old and those with underlying medical conditions are more susceptible to COVID-19 and also have more serious cases when infected.
4. Nationwide RCFEs and other long-term care facilities are known to have outbreaks of COVID-19, which lead to serious injury and death of residents.
5. The Facility, like other similar facilities nationwide, has had positive tests (and deaths) of residents and/or staff from COVID-19.
6. The Facility, like other similar facilities nationwide, may not be able to maintain pre-COVID-19 pandemic levels of Personal Protective Equipment (PPE) at all times.
7. PPE is used to protect from and control the spread of COVID-19, including to staff and other residents.
8. The Facility may also lack resources that render the Facility unable to provide the level or manner of services that otherwise would have been required in the absence of the COVID-19 pandemic.
9. The Facility has policies and procedures in place for the care of residents with and without COVID-19.
10. The Facility makes good faith efforts to comply with recommendations provided by the Centers for Disease Control and Prevention.
11. Federal or State authorities may require the Facility to restrict access to the Resident from their families or other visitors.

I, the Releasor, hereby ASSUME THE RISKS associated with exposure to and contraction of COVID-19 and the decision to reside at the Facility.

I, the Releasor, hereby WAIVE, RELEASE AND DISCHARGE the Facility, and its officers, directors, employees, volunteers, and agents from liability for negligence arising from any act or omission, known or unknown, that directly or indirectly causes or results in the Resident’s contraction of COVID-19 and any injury, harm, damage, expenses or cost, and pain or death, as a result of Resident’s diagnosis or contraction of COVID-19.

I, the RELEASOR, do NOT WAIVE, RELEASE OR DISCHARGE the Facility, its officers, directors, employees, volunteers, and agents for any action or omission constituting gross negligence, recklessness, or willful intent to harm

I, the Releasor, state that I have read this COVID-19 Acknowledgement, Release from Liability and Indemnification Agreement in its entirety and I understand the document and have had an opportunity to have any questions answered.

Acknowledged and Agreed by Releasor, on _____ (Date):

SIGNATURES:

Resident: _____

Date: _____

Family Member(s): _____

Date: _____

Witness: _____

Date: _____

If the Resident is unable to sign or has delegated the signing to another, please provide the following information and then sign.

Reasons why the Resident did not sign:

Signor’s authority to sign for the Resident (Mark all the apply and produce documentation)

- General Durable Power of Attorney
- Durable Power of Attorney for Health Care
- Conservator or Guardian (Appointed by court)
- Appointment as Health Care Agent
- Family

If you only marked “Family” above or your relation to the Resident is not listed above, explain how the Resident authorized you to admit him/her to the Community and to sign this Agreement and Release (examples: written permission, verbal expression, etc.)

With my signature, I certify that I am authorized to sign on behalf of the Resident and all information shown above is true to the best of my knowledge.

Signature of Authorized Agent

Print Name and Title

Date

Signature of Facility Representative Witness

Print Name and Title

Date

***Indemnification Agreement for Releasor with Power of Attorney
(for use only if above signed by Releasor with Power of Attorney)**

Releasor, if not the Resident, further agrees as follows:

1. I have acknowledged by my signature on this document that I possess a Power of Attorney that includes the power to execute this Agreement and am otherwise competent to execute this Acknowledgement, Release from Liability, and Indemnification Agreement.
2. I have represented my Power of Attorney to the Facility.
3. The Facility has relied upon my representation that I have been granted a Power of Attorney for the Resident.
4. The Resident acknowledges he/she has other options/choices for residential care other than the Facility.

Therefore, I hereby affirmatively state that I INDEMNIFY the FACILITY, and its officers, directors, employees, volunteers, and agents for any claim made on behalf of the Resident, by any individual including myself, arising from an act or omission, known or unknown, constituting negligence that directly or indirectly caused or resulted in the Resident’s contraction of COVID-19 and any injury, harm, damage, expenses or cost, and pain or death. I understand that this means I will be liable to the Facility if my representations were false, and any judgment is made against the Facility in favor of the Resident, heirs or assigns.

Agreed by Releasor, on _____ (Date)

Releasor, print name

Releasor, signature
