

Notice: By signing this agreement you give up your right to bring legal action or recover compensation or obtain any other remedy for any illness or injury to yourself or your property or for your death, however caused, arising out of your visit to (ENTER NAME OF FACILITY OR COMMUNITY).

Visitor Release of Liability and Assumption of Risk

1. In consideration for receiving permission to visit (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 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**, that may be sustained by me while visiting the FACILITY/COMMUNITY, whether caused by RELEASEES' negligence or otherwise, or while on the premises owned or leased by RELEASEES. **I acknowledge there may be risk of contracting or spreading COVID-19 by visiting the FACILITY/COMMUNITY.** I know of no medical reason(s), including but not limited to COVID-19, symptoms of COVID-19, the flu, an upper respiratory infection or other infectious viruses or diseases, why I should not be permitted to visit the FACILITY and its patients or Residents.

2. I am fully aware there are inherent risks involved with visiting the FACILITY/COMMUNITY, including but not limited to possible infection with COVID-19 or other viruses or disease or physical and loss of life, and I choose to voluntarily visit said FACILITY/COMMUNITY with full knowledge that said visit may be hazardous to me and my property. **I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, EXACERBATION OF ANY PRE-EXISTING CONDITION OR DEATH**, that may be sustained by me as a result of me visiting the FACILITY/COMMUNITY its patients or Residents, whether supervised or unsupervised. 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 my visit(s) to the FACILITY/COMMUNITY and with its patients or Residents, whether caused by RELEASEES' negligence or otherwise.

3. I understand that RELEASEES may not maintain any insurance policy covering any circumstance arising from my visit(s) to the FACILITY/COMMUNITY or with its patients or Residents. As such, I am aware I should review my personal insurance coverage.

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, and shall be governed by the laws of the State of (ENTER NAME OF STATE) if I am a visitor of the FACILITY/COMMUNITY. **The FACILITY/COMMUNITY and the visitor 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 I agree the Federal Arbitration Act shall govern.**

I hereby represent that **I HAVE READ THIS RELEASE 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.

(ALL VISITS TO THE FACILITY/COMMUNITY WILL BE IN COMPLIANCE WITH THE FACILITY'S/COMMUNITY'S VISITATION POLICY IN EFFECT AT THE TIME OF THE VISIT. THE FACILITY'S/COMMUNITY'S VISITATION POLICY MAY CHANGE WITHOUT NOTICE).

Visitor Printed Name: _____

Visitor Signature: _____

Date Signed: Month _____ Day _____ Year _____

Parent or Legal Guardian Signature: _____
(If Visitor is under 18 years old)

Witness Printed Name: _____

Witness Signature: _____