

ACKNOWLEDGEMENT & ASSUMPTION OF RISK

We care about your health and well-being, so Northside Vision has made its **best efforts to take the precautions recommended by the Centers for Disease Control and Prevention** (the "CDC") for businesses who provide services to customers during the COVID-19 crisis. This includes those recommendations set forth in the CDC's *Interim Guidance for Businesses and Employers to Plan and Respond to Coronavirus Disease 2019 (COVID-19)* and *Cleaning and Disinfecting Facilities*. We are also making our best efforts to comply with relevant OSHA workplace safety and hygiene rules. In addition, **Northside Vision employees perform a health screening certification** each morning before beginning work to ensure that no employee: (1) Is suffering any of the known symptoms of COVID-19 (Including running a fever above 100°, muscle aches, having a dry cough, experiencing shortness of breath, or a loss of taste/smell); or (2) Has knowingly been exposed to a known or likely COVID-19 candidate or quarantined individual in the past two weeks. **However, it is also known that individuals without symptoms may still be capable of infecting others with COVID-19 and, despite precautions, the virus may still be present and capable of infecting individuals.**

Knowing this information, **I voluntarily elect to continue with my scheduled appointment with Northside Vision and I hereby agree to accept and assume any and all risks of personal injury or death associated with the COVID-19 Pandemic.**

WAIVER OF LIABILITY AND INDEMNIFICATION

In consideration for receiving eye care services at Northside Vision, on behalf of myself, my personal representatives, heirs, next of kin, successor and assigns, I forever:

1. (a) **waive, release and discharge Northside Vision**, its agencies, officers, and employees for any and all negligence and liability for my personal injury, disability, death, or claims of any nature which may hereafter accrue to me and my estate, as a direct or indirect result of my receiving the above-referenced eye care services; and
2. (b) **defend, indemnify, and hold harmless Northside Vision**, its agencies, officers, and employees from any and all claims of any nature, including all costs, expenses, and attorney's fees, which may in any manner result from or arise out of this Agreement, except for claims resulting from or arising out of Northside Vision's willful or intentional negligence.

This release, indemnification and waiver shall be construed broadly to provide a release, indemnification, and waiver to the maximum extent permissible under applicable law.

I, the undersigned, affirm that I am at least 18 years of age and am freely signing this agreement or that I am signing this agreement on behalf of a minor child that I have the legal authority to sign such agreements on behalf of. **I have read this form and fully understand that by signing this form I am giving up legal rights** and/or remedies which may otherwise be available to me regarding any losses I may sustain as a result of my appointment. I agree that if any portion of this Agreement is held invalid, the remainder will continue in full legal force and effect.

READ BEFORE SIGNING

Printed Name of Patient (First, Last)

Today's Date

Signature

Printed Name of Signer if Other Than the Patient

Relationship to Patient