

COVID-19 Assumption of Risk, Release, and Waiver of Liability Agreement

RELEASE AND WAIVER. In consideration of the minor child identified below (“Minor Child”) receiving periodontal services from _____ (the “Services”), I, being 18 years of age or older, for myself and Minor Child do hereby forever release, waive, discharge, and covenant not to sue _____ 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 Minor Child’s participation in the Services or any travel related thereto. I promise, on behalf of myself and my Minor Child, 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) by me or Minor Child 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, on behalf of myself and Minor Child, all risk of loss, personal injury, sickness, death, damage, and expense arising from such Inherent Risks. Furthermore, I represent and warrant that Minor Child does not suffer from any medical condition or disease that might in any way hinder or prevent Minor Child 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 and Minor Child’s 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 for Minor Child to participate in the Services. I acknowledge I am giving up legal rights and/or remedies which may be available to me or Minor Child. I represent and warrant that I am the parent or legal guardian of Minor Child and that I have legal authority to sign this Agreement with respect to Minor Child.

Signature of Parent or Legal Guardian

Date

Printed Name of Parent or Legal Guardian

Printed Name of Minor Child