

## TOOL

### Model visitors' waiver of COVID-19 infection liability form

As long as COVID-19 remains a threat, you run the risk of being sued by patients, vendors, guests and other visitors ("visitors") who claim they contracted the virus at your office as a result of your inadequate safety measures. One way to limit liability is having visitors sign a form agreeing to waive their rights to sue you for COVID-19 infections before entering the office. Although there's no guarantee that a court would enforce such a waiver, the Model Form below uses fairly conservative language that has been found to be enforceable in other situations.

Caveat: The inclusion of the phrase purporting to insulate you against your own negligence in Sections 3 and 4 is fairly risky and you may want to talk to counsel about whether to use it in your own waiver.

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### WAIVER & RELEASE OF LIABILITY FOR COVID-19 INFECTION

1. I am fully aware that COVID-19 is a highly contagious disease that can result in a serious medical condition requiring hospitalization and possibly death either to myself or others including family members that contract COVID-19 as a result of contact with me. I am also fully aware that by entering the XYZ Medical Office facility (the "Facility"), I am assuming the risks of contracting COVID-19 notwithstanding the infection control measures XYZ Medical Office has put in place to protect workers and visitors at the Facility.
2. I agree that I am personally responsible for my safety and actions at all times when I am present at the Facility and will comply with all XYZ Medical Office policies and rules, including but not limited to with regard to social distancing, hygiene, use of personal protective equipment and other policies, procedures, guidelines, instructions and signage relating to prevention of COVID-19 infection.
3. With full awareness and appreciation of the risks involved, and in consideration for being permitted to enter and remain at the Facility and receive the services provided inside it, I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns and personal representatives, hereby forever release, waive, discharge, and covenant not to sue XYZ Medical Office, its board members, officers, agents, servants, independent contractors, affiliates, employees, successors and assigns (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19, [*whether caused by the negligence of*] the Released Parties, any third-party using the Facility, or otherwise, while participating in any activity while in, on, or around the Facility and/or while using any XYZ Medical Office facilities, tools, equipment or materials.
4. I agree to indemnify, defend and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses and/or liabilities (including legal fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss or any other injury from or related to my use of the Facility, tools, equipment, or materials, [*whether caused by the negligence of*] the Released Parties or otherwise specifically related to COVID-19.
5. By signing below I acknowledge and represent that I have read the foregoing Waiver of Liability, understand it and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document; I am sufficiently informed about the risks involved in being present at the Facility to make a voluntary decision about whether to sign this document; no oral representations, statements or

inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this Wavier of Liability shall be governed by and construed in accordance with [*state*] law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Waiver of Liability as a whole.

Print Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_