

**ASSUMPTION OF RISK, WAIVER OF
LIABILITY, INDEMNIFICATION & COVID-19 AGREEMENT**

This ASSUMPTION OF RISK, WAIVER OF LIABILITY, INDEMNIFICATION & COVID-19 AGREEMENT (“Agreement”) is made by and between Bright Start Pediatric SLP & OT Services, PLLC (“Bright Start”) and

Name: _____

Child’s Name: _____

Address: _____

Phone #: _____.

In consideration of the mutual promises set forth below Bright Start and I agree as follows:

1. I hereby acknowledge the contagious nature of the Coronavirus/COVID-19 (“COVID-19”) and that the Center for Disease Control and Prevention (“CDC”) and other public health authorities continue to recommend individuals practice social distancing.
2. I am voluntarily seeking or receiving services provided by Bright Start for myself or my child and acknowledge that I am increasing my own, my child’s and other members of our household’s risk relating to exposure to COVID-19 and/or contracting COVID-19.
3. I further acknowledge that Bright Start cannot guarantee that I will not be exposed to or become infected with COVID-19. I understand that the risk of becoming exposed to and/or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Bright Start, Bright Start employees and agents, and other Bright Start patients/clients and their households.
4. I acknowledge that Bright Start has put in place preventative measures to reduce the spread of COVID-19. I further acknowledge and agree that my child and I must comply with all set procedures to reduce the spread of COVID-19 while I or my child is receiving services.
5. **Assumption of Risk:** I understand and appreciate that receiving services could be hazardous to me, my child and/or other members of our household, including, but not limited to, exposure to people with infectious diseases and contracting COVID-19. I understand and agree that, despite any efforts by Bright Start, the risks cannot be eliminated or entirely mitigated by Bright Start’s care and/or actions. I fully understand and appreciate that risks are inherent to

myself or my child receiving in-person services from Bright Start. I hereby assume the risk of bodily injury, illness, death, or medical treatment resulting from the services I or my child receives from Bright Start.

6. **Waiver of Liability:** I hereby release and agree to hold Bright Start, its parent corporation(s), subsidiaries, divisions, affiliates, successor and assigns, and all of their respective current and former employees, directors, officers, trustees, agents, attorneys, partners, investors, members, shareholders, insurers and representatives of any kind (collectively "Released Parties"), harmless from, and waive on behalf of myself, my children, my spouse, my heirs, my administrators, my assigns, and any personal representatives (collectively "Releasees") any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to myself, my child and/or property that may be caused by negligence or any act, or failure to act of Bright Start, or that may otherwise arise in any way in connection with any services received from Bright Start. I understand that this release discharges Bright Start from any liability or claim that the Releasees may have against Bright Start with respect to any bodily injury, illness, death, medical treatment, negligence, or property damage that may arise from, or in connection to, any services received from Bright Start as it relates to COVID-19.
7. **Indemnification:** I hereby agree to indemnify, defend, reimburse and hold harmless the Released Parties from and against any and all claims, costs, expenses, damages, lawsuits, judgments, losses, and/or liabilities (including attorneys' fees, court costs, other legal costs and investigative costs) arising either directly or indirectly from or related to any and all claims made against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to Releasees, whether caused by the negligence of the Released Parties relating to COVID-19 or otherwise relating to COVID-19.
8. I understand and agree that the paragraphs entitled Assumption of Risk, Waiver of Liability and Indemnification shall: (1) remain in full force and effect during the period I or my child continues to receive services from Bright Start; and (2) shall survive the expiration or termination of this Agreement regardless of the cause of the termination.
9. If any provision of this Agreement is declared or determined to be invalid or unenforceable, the remaining parts, terms and provisions shall remain valid and enforceable and any part found to be invalid or unenforceable shall be reformed, to the extent possible, to make it enforceable in accordance with the parties' intent as expressed in this Agreement and applicable law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York without giving effect to any conflict of laws provisions.
10. I acknowledge that the services and other consideration available to me as a condition of signing this Agreement are good and sufficient consideration for my promises, waivers, assumption of risk, waiver of liability, indemnification and

release of claims in this Agreement and that but for this Agreement I would not be entitled to this consideration.

11. This Agreement: (1) constitutes the final, complete and exclusive agreement between Bright Start and me regarding assumption of risk, waiver of liability, indemnification, release of claims relating to COVID-19 and any other matters contained in this Agreement; and (2) supersedes any and all other agreements between the parties. Neither I nor Bright Start rely upon any oral promise or representation in signing this Agreement, and the only promises and representations relied on are those set forth in writing in this Agreement. This Agreement may be modified or amended only by a written instrument signed by me and Bright Start.

By signing below, I affirm that I have read this Assumption of Risk, Waiver of Liability, Indemnification & COVID-19 Agreement and that I understand and agree to its terms.

AGREED TO BY:

Signature _____

Date _____

COVID-19 ATTESTATION

Name: _____

Date: _____

Address: _____

Phone #: _____

I attest that:

1. Neither my child nor I are experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.
2. I am aware that my child, myself and other members of our household must follow the safety and hygiene protocols that have been implemented by Bright Start, the CDC, and New York State.
3. I have not traveled internationally within the last 14 days.
4. My child and I have not traveled to a highly impacted area within the United States of America in the last 14 days.
5. I do not believe that my child or I have been exposed to someone with a suspected and/or confirmed case of COVID-19 in the last 14 days.
6. My child and I have not been diagnosed with COVID-19 or we have been cleared as noncontagious by state or local public health authorities.
7. My child and I are following all recommended guidelines and limiting our exposure to COVID-19. For example, my child and I are practicing social distancing, trying to maintain separation of six feet from others, and otherwise limiting our exposure to COVID-19.

By signing below, I affirm that I have read this COVID-19 Attestation and that I understand and agree with the above statements. If any of these statements are untrue, my child and I agree to refrain from receiving services today.

Signature _____

Date _____