

COVID-19
WAIVER OF LIABILITY AND RELEASE AGREEMENT
(Patient)

**THIS IS AN IMPORTANT DOCUMENT. YOU MUST READ IT BEFORE SIGNING.
IN SIGNING THIS DOCUMENT, YOU ARE WAIVING IMPORTANT LEGAL RIGHTS.**

In consideration for the opportunity to receive dental treatment from _____ (the “Practice”) and the professionals retained thereby, at the Practice’s office located at _____ (the “Practice’s Office”), and for other good and valuable consideration, I, _____ (the “Patient”), hereby state and agree as follows:

1. I recognize that my obtaining dental treatment at the Practice’s Office presents risks to me, including the risk of coming in contact with the Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2) or my contracting coronavirus disease (COVID-19), including my risk of severe illness and/or death.

2. I hereby release, acquit, waive all claims against, and forever discharge the Practice and its owners, successors, assigns, affiliates, officers, directors, administrators, representatives, principals, agents, servants, employees, independent contractors, insurers, and attorneys (collectively with the Practice, the “Indemnified Persons”), of and from any and all claims, charges, demands, promises, acts, agreements, costs, damages, debts, obligations, actions, causes of action (including but not limited to all avoidance actions of any type), suits in equity, expenses, executions, judgments, levies, liabilities, losses, and attorneys’ fees, of whatever kind or nature, whether legal or equitable, liquidated or unliquidated, fixed or contingent, direct or indirect, suspected or unsuspected, accrued or unaccrued, known or unknown, present or future, asserted or unasserted, based upon, arising out of, appertaining to, or in connection with my exposure to the Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2) or my contracting coronavirus disease (COVID-19) as a result of or in connection with my entry into the Practice’s Office, receiving dental treatment at the Practice’s Office, or coming in contact with any Indemnified Person at or near the Practice’s Office, and all related costs, expenses, illness, or death I may suffer as a result.

3. The releases set forth and otherwise referenced herein shall be interpreted as broadly as possible and shall be completely binding and enforceable at law. I acknowledge that the releases and waivers provided for herein include all claims and/or costs, including but not limited to those they do not know or suspect to exist, and hereby waive all rights which may exist with regard to such claims and/or costs. I expressly waive the provisions of any federal, state, and local statute or regulation limiting release of unknown claims, including any statutory language stating as following: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY, AND ANY SIMILAR LAW.”

4. For Parents/Guardians: In addition to the foregoing, we/I further waive all claims against (to the same extent described in Paragraph 2), and agree to hold harmless and indemnify, the Indemnified Persons and each of them, for any illness, death, costs, expenses, or other loss sustained by the Patient which results in any way from the Patient's entry into the Practice's Office, receiving dental treatment at the Practice's Office, or coming in contact with any Indemnified Person at or near the Practice's Office.

5. I agree that I have had the opportunity to consult with an attorney prior to executing this Waiver of Liability and Release Agreement, that I voluntarily have signed the same and that I have read and understand this Waiver of Liability and Release Agreement. **I FULLY UNDERSTAND THAT, BY SIGNING THIS WAIVER OF LIABILITY AND RELEASE AGREEMENT, I AM WAIVING IMPORTANT LEGAL RIGHTS.**

IN WITNESS WHEREOF, I have signed this Waiver of Liability and Release Agreement this ____ day of _____, 2020.

Witness:

Patient:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Parent's/Guardian's Signature (if Patient is under 18): The undersigned is a parent(s) or legal guardian(s) of the Patient and hereby consents to the foregoing Waiver of Liability and agrees (1) on behalf of the Patient for Patient to be bound by the provisions hereof and (2) on behalf of himself or herself and each other parent or guardian of the Patient, that all of the terms hereof, including all liability waived hereby, equally apply to and they are subject to each of them.

Signature: _____

Print Name: _____

Date: _____