

Kingston of Ashland

VISITOR COVID-19 WAIVER & RELEASE OF LIABILITY

VISITOR NAME. _____

UNDERSTANDING. I understand and acknowledge the following:

- I am being allowed access to the premises of the Facility identified above during a pandemic related to COVID-19, provided that I follow all Facility visitation rules and regulations including COVID-19 precautions.
- Despite adhering to all precautions, there is still a possibility that I will be exposed to or contract COVID-19 while on Facility premises.
- Persons age 65 and older and those with underlying health conditions (especially if not well controlled) may be particularly susceptible to illness and death from COVID-19. Such conditions include, without limitation, chronic lung disease, heart conditions, suppressed immune system, severe obesity, diabetes, chronic kidney disease, and liver disease.
- Persons in congregate settings (such as the Facility) may be at risk of contracting COVID-19 even when all appropriate interventions and preventative measures are in place.
- The Centers for Disease Control and Prevention (CDC) has noted that places like the Facility, which is a congregate setting (multiple people living together) with a frail and often older resident population, are at high risk of being affected by respiratory pathogens like COVID-19.
- The CDC has stated that there is evidence that COVID-19 is spread by asymptomatic and pre-symptomatic infected individuals. This means that the silent spread of COVID-19 may go undetected in congregate living situations even with appropriate precautions.

WAIVER & RELEASE. IN EXCHANGE FOR ACCESS TO FACILITY PREMISES, IN ACCORDANCE WITH APPLICABLE LAW AND FACILITY POLICY, I AGREE TO ENTER INTO THIS WAIVER AND RELEASE OF LIABILITY (AGREEMENT). BY SIGNING THIS AGREEMENT, I WAIVE AND RELEASE FACILITY, ITS OFFICERS, DIRECTORS, OWNERS, SUBSIDIARIES, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, ATTORNEYS, INSURERS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL LIABILITY TO ME, INCLUDING LIABILITY TO THE MY PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, AND NEXT OF KIN, FOR ANY LOSS, COSTS, CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES OR SUITS AT LAW AND EQUITY OF ANY KIND, INCLUDING BUT NOT LIMITED TO CLAIMS FOR PERSONAL INJURY (WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE), MEDICAL EXPENSES, LOSS OF SERVICES OR WRONGFUL DEATH, ON ACCOUNT OF, OR IN ANY WAY RELATED TO OR ARISING OUT OF, MY CONTRACTING COVID-19 WHILE ON FACILITY PREMISES.

I HAVE READ, AGREE TO, AND VOLUNARILY SIGN THIS AGREEMENT EFFECTIVE AS OF THE DATE SET FORTH BELOW.

Signature

Date