

# Patient Covid-19 Release and Indemnification



1. I acknowledge that I have voluntarily sought out medical treatment at the South Shore Hearing Center, ("SSHC"). I understand that the staff and personnel of SSHC will make every effort to provide a safe and sterile environment during my treatment which will include cleaning of medical equipment after each patient use. I agree that I am personally responsible for my safety and actions while present at the SSHC facility. I agree to comply with all SSHC policies, rules and instructions including but not limited to wearing of a face mask while inside the SSHC, maintaining social distancing as required by the Commonwealth of Massachusetts and having my temperature taken upon arrival at SSHC. I acknowledge that my treatment at SSHC may be declined if I exhibit any symptoms of COVID-19 upon arrival or if I fail to abide by SSHC's rules.
2. I acknowledge that while present at SSHC, there may be times that I will be in close proximity to other people including but not limited to staff and other third parties. In addition, I acknowledge that the equipment used in my treatment may have been recently used by other patients. I acknowledge that for these and other reasons, receiving medical treatment at SSHC may place me at higher risk of contracting COVID-19. With full awareness and appreciation of the risks involved I, for myself and on behalf of my family, spouse, estate, heirs, representatives or assigns hereby forever release and discharge SSHC and its owners, officers, agents, servants, independent contractors, affiliates, employees, successors, landlord and assigns (collectively the "Released Parties") from any and all liability, claims, demands and causes of action directly or indirectly arising out of or related to any loss, damage, hospitalization 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 present at SSHC or while using SSHC facilities, tools, equipment, or materials.
3. 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 attorney fees) arising either directly or indirectly from or related to any and all claims made by and/or against any of the Released Parties due to bodily injury, hospitalization, death, loss of use, monetary loss, and/or any other injury from or related to my treatment and/or presence at SSHC and/or the use of tools, equipment, or materials, whether caused by the negligence of the Released Parties, the negligence of third parties or otherwise, specifically related to COVID-19.
4. By signing below, I acknowledge and represent that I have read this document; I understand it; I accept and agree to the terms stated herein; I sign it voluntarily as my own free act and deed; I am sufficiently informed about the risks involved in receiving treatment at SSHC to decide whether to sign this document; no oral representations, statements, or inducements apart from this written document have been made to me; I agree that this Release and Indemnification shall be governed by and construed in accordance with Massachusetts law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Release and Indemnification as a whole.

Printed Patient Name:: \_\_\_\_\_ Date: \_\_\_\_\_