

Waiver of Liability and Indemnification Agreement

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. COVID-19 is most likely spread from droplets from coughing and sneezing, and symptoms may appear in as few as two days, or as long as 14 days, after exposure. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. The U.S. Centers for Disease Control and Prevention (CDC) is emphasizing that while the current COVID-19 poses a potentially serious public health threat, the risk to individuals is dependent on exposure.

People with COVID-19 have had a wide range of symptoms reported – ranging from mild symptoms to severe illness. Symptoms may appear **2-14 days after exposure to the virus**. People with these symptoms may have COVID-19:

- Fever or chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

This list does not include all possible symptoms.

There is currently no specific treatment for COVID-19; however, most people with this infection will recover on their own. For patients who are more severely ill, hospitals can provide supportive care.

I understand the hazards of the novel coronavirus (“COVID-19”) and am familiar with the Centers for Disease Control and Prevention (“CDC”) guidelines regarding COVID-19. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates.

Blueprint Counseling Solutions
A Marriage & Family Therapy Corporation
PO Box 2083, La Mesa, CA 91943-2083
619.844.1345 (office)/ 619.354.7193 (fax)

Blueprint Counseling Solutions (BCS) has put in place preventative measures to reduce the spread of COVID-19; however, BCS cannot guarantee that you or your family members will not become infected with COVID-19. Further, attending sessions at BCS could increase your risk and your family members' risk of contracting COVID-19.

I understand that Blueprint Counseling Solutions (BCS), and associated facilities, are open for use by other individuals; therefore, I am at higher risk of contracting COVID-19. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being on the premises and participating in services and hereby release, waive, discharge, and covenant not to sue (on behalf of myself and any minor children for whom I have the capacity to contract), Blueprint Counseling Solutions, its board members, officers, agents, servants, independent contractors, affiliates, employees, successors, and assigns (collectively the "Released Parties") from any liability related to COVID-19 which might occur as a result of my being on the premises and participating in services. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate in services.

I shall indemnify, defend and hold harmless the Released Parties from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury.

It is my express intent that this *Waiver of Liability and Indemnification Agreement* shall bind any assigns and representatives, and shall be deemed as a release, waiver, discharge, and covenant not to sue the above-named Released Parties. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of California. I hereby knowingly and voluntarily waive any right to a jury trial of any dispute arising in connection with this agreement. I acknowledge that this waiver was expressly negotiated and is a material inducement the permission granted by released parties to be on premises and participate in the activities.

In signing this agreement, I acknowledge and represent that I have read the foregoing *Waiver of Liability and Indemnification Agreement*, understand it and sign it voluntarily as my own free act and deed; 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 Agreement for full, adequate and complete consideration fully intending to be bound by same. I agree that this *Waiver of Liability and Indemnification Agreement* shall be governed by and construed in accordance with California 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. This waiver remains in effect until the State of California limits all COVID-19 related mandates.

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RECEIPT OF ACKNOWLEDGMENT

By signing this form, you acknowledge an opportunity to receive and review the COVID Waiver of Liability and Indemnification Agreement. We encourage you to retain a copy and read it in full.

If you have any questions about our COVID Waiver of Liability and Indemnification Agreement, please contact:

BLUEPRINT COUNSELING SOLUTIONS
PO BOX 2083
LA MESA, CA 91943

I acknowledge the opportunity to receive and review the COVID Waiver of Liability and Indemnification Agreement of Blueprint Counseling Solutions.

Client Signature

Date

Therapist

Date