ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID 19

The novel coronavirus, COVID-19, has been declared a world-wide pandemic by the World Health Organization. COVID-19 is extremely contagious and is spread mainly from person to person contact. As a result, Federal, State and Local Governments and Federal, State & County Agencies recommend social distancing and have, in many locations, prohibited the gathering of groups of people. Maui Adult Day Care Center has put in place preventative measures to reduce the spread of COVID-19; however, our Centers cannot guarantee that you or your family member(s) and/or client(s), employees, vendors or visitors (outside visitors are limited at this time) will not become infected with COVID-19. Further, attending Maui Adult Day Care Center could increase your risk and your family member(s) and/or our clients, employees, vendors, or visitors who visit any one of our five centers of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I and my family member(s) and/or clients, employees, vendors or associated visitors may be exposed to or infected by COVID-19 by attending Maui Adult Day Care Centers and that such exposure or infection may result in personal injury, illness, permanent disability and/or death. I understand that the risk of becoming exposed to or infected by COVID-19 at Maui Adult Day Care Centers may result from the actions, omissions, or negligence of myself or others, including, but not limited to Maui Adult Day Care Centers’ employees, volunteers, program participants and/or their family members.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my family member(s), clients in my care, or myself (including, but not limited to, personal injury, illness, permanent disability, and/or death, damage, loss, claim, liability or expense of any kind) that I or my family member(s) and/or clients, employees, vendors or associated visitors may experience or incur in connection with their attendance at Maui Adult Day Care Centers or participation in the Centers’ programming. On my behalf and on the behalf of the Maui Adult Day Care Centers’ client whose care I am responsible for, I hereby release, covenant not to sue, discharge, and hold harmless the Center, its employees, agents, Board of Directors and representatives of and from claims, including all liabilities, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Maui Adult Day Care Centers, its employees, agents and representatives, whether a COVID-19 infection occurs before, during or after participation in Maui Adult Day Care Centers’ programs.

Signature: ___________________________________________ Phone: ______________________
(Caregiver/POA Name or Person)

Client Signature: _______________________________ Phone: ______________________
Place “X” if client unable to sign/POA’s Signature

Print Name of Client: ____________________________________________________________

Date: _______________________________ Contact E-mail Address: ______________________

Home Center:  Kihei  OV  Lahaina  Kahului  Hana
(Please Circle)