**Assumption of the Risk and Waiver of Liability Relating to**

**Coronavirus/COVID-19**

**FORM**

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**From:** Howard Gold <howard@howardgoldlaw.com>
**Sent:** Thursday, May 14, 2020 12:31 PM

Thanks to the brilliant efforts of my paralegal, Matt Villalobos, I have attached to this e-mail for your review and consideration a COVID-19 waiver which you may use as you emerge from quarantine to be present with clients at therapy sessions.

I am not recommending that you immediately start visiting with clients in-person as social distancing guidelines remain in place and are recommended for the foreseeable future.

I hope all of you are safe and healthy and, as with everything, this too shall pass.

I look forward to my next workshop with therapists in-person.

Howard

***Howard Gold is a divorce and custody lawyer practicing in all counties in the State of Georgia.***

Howard A. Gold, Esq.
31 Lenox Pointe, N.E.
Atlanta, Georgia 30324
(404) 264-9118
(404) 237-3827 (fax)

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**Assumption of the Risk and Waiver of Liability Relating to**

**Coronavirus/COVID-19**

 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. 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.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of therapy provider or group), has put in place preventative measures to reduce the spread of COVID-19; however, the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of therapy provider or group) **cannot guarantee** that you or your child(ren) will not become infected with COVID-19. Further, attending in-person appointments with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of therapy provider or group) **could increase** your risk and your child(ren)’s risk of contacting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that myself and/or my child(ren) may be exposed to or infected by COVID-19 by attending in-person appointments with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of therapy provider or group) and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(name of therapy provider or group) may result from the actions, omissions, or negligence of myself and others, including, but not limited to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of therapy provider or group), their employees, volunteers, and other participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself and/or my child(ren) (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my attendance or my child(ren)’s attendance at in-person appointments with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of therapy provider or group). On my behalf and/or on behalf of my child(ren), I hereby release, covenant not to sue, discharge, and hold harmless the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of therapy provider or group), its employees, agents, and representatives of and from the claims, including all liabilities, claims, 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 the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of therapy provider or group), its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any in-person appointments with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of therapy provider or group).

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Client

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of client/parent Date