

# Waiver and Release of Liability Form

## Acknowledgement and Assumption of Risk

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Maui Optometry and Dr. Linda L Nguyen are continuing to provide services to customers during the COVID-19 crisis. This includes the [Interim Guidance for Businesses and Employers to Plan and Respond to Coronavirus Disease 2019 \(COVID-19\)](#) and [Cleaning and Disinfecting Facilities](#). Additionally, Maui Optometry has been screening our employees before every work shift to ensure that no employee is suffering any of the known symptoms of COVID-19, including running a fever, having a dry cough, or experiencing shortness of breath. However, it is also known that those without symptoms may still be capable of infecting others as an asymptomatic individual with COVID-19 and despite precautions taken the virus may still be present and capable of infecting individuals.

Knowing this information, I voluntarily elect to continue with my scheduled appointment with Maui Optometry and I hereby agree to accept and assume any and all risks of personal injury or death.

## Waiver of Liability and Indemnification

In consideration for being treated by Maui Optometry, on behalf of myself, my personal representatives, heirs, next of kin, successors and assigns, I forever:

- a. **waive, release, and discharge Maui Optometry**, its agencies, officers, and employees from any and all negligence and liability for my death, disability, personal injury, or claims of any nature which may hereafter accrue to me, and my estate as a direct or indirect result of my participation in the above referenced appointment; and
- b. **defend, indemnify, and hold harmless Maui Optometry**, its agencies, officers and employees, from any and all claims of any nature, including all costs, expenses, and attorney's fees, which may in any manner result from or arise out of this agreement, except for claims resulting from or arising out of Maui Optometry willful or intentional negligence.

This release, indemnification, and waiver shall be construed broadly to provide a release, indemnification, and waiver to the maximum extent permissible under applicable law.

I, the undersigned, affirm that I am at least 18 years of age and am freely signing this agreement or that I am signing on behalf of a minor child that I have the legal authority to sign such agreements on behalf of. **I have read this form and fully understand that by signing this form I am giving up legal rights** and/or remedies which may otherwise be available to me regarding any losses I may sustain as a result of my appointment. I agree that if any portion is held invalid, the remainder will continue in full legal force and effect.

## Read Before Signing

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Printed Name of Patient

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Date

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Signature

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Printed Name of Signer if Different from Patient

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Relationship to Patient