

## Northwestern Medicine Release of Liability

1. I, the undersigned, acknowledge that COVID-19 (as defined by the World Health Organization) is an extremely contagious disease that can lead to severe illness and death, and that an inherent risk of exposure to COVID-19 exists in any place where people are present, including hospitals and healthcare facilities, regardless of precautions that may be taken. I further acknowledge and understand that:
  - a. Persons with certain medical conditions (as identified by the Centers for Disease Control and Prevention) may be especially vulnerable to the symptoms of COVID-19;
  - b. Scientific and medical knowledge about COVID-19 is regularly changing, and many aspects of COVID-19 remain uncertain; and
  - c. Contracting or being exposed to COVID-19 can result in being subject to isolation or quarantine requirements, serious illness, temporary or permanent disability, other short-term or long-term health effects, and/or death, regardless of age or health condition.
2. I understand that I must, and I agree that I shall, adhere to all health and safety directives of the Northwestern Medicine facility and staff when on Northwestern Medicine premises.
3. I recognize that I must exercise all available preventive and safety measures at all times (including, but not limited to, enhanced personal hygiene, social distancing, and mask wearing) when I am present on Northwestern Medicine premises.
4. I acknowledge and confirm, both now and in the future, that by entering Northwestern Medicine premises and participating in activities:
  - a. I understand and expressly assume the risk that I may be exposed to COVID-19;
  - b. Such risks include contracting COVID-19, and the associated dangers, medical complications, and physical and mental injuries, both foreseen and unforeseen, that may result from contracting COVID-19;
  - c. Any interaction with the general public poses an elevated, inherent risk of being exposed to and contracting COVID-19;
  - d. It cannot be guaranteed that I will not be exposed to COVID-19, and as such, potential exposure to or contraction of COVID-19 are inherent risks that cannot be eliminated;
  - e. If infected with COVID-19, I may infect others with whom I subsequently come in contact, even if I am not experiencing or displaying any symptoms of illness, and that the risk of spreading COVID-19 to others remains at all times;
  - f. My refusal to adhere to any health and safety directives of Northwestern Medicine may result in the termination of my access to Northwestern Medicine premises and activities;
  - g. Safety measures ultimately may prove inadequate to prevent or mitigate potential exposure to, contraction of or transmission of COVID-19;
  - h. Northwestern Medicine has the right to deny admission to or eject any person whom Northwestern Medicine determines, in its sole discretion, poses a risk to the health or safety of others and/or whose conduct violates these terms.
6. I agree that (a) this Release of Liability is intended to be a binding and full waiver of claims and release of liability with respect to any controversy, claim or dispute that may arise out of participation in Northwestern Medicine activities or that is related to exposure to or the contraction of COVID-19 and (b) the terms of this agreement will be fully enforceable in every respect, at law or in equity, by the Released Parties (as defined below).

**CAUTION: READ BEFORE SIGNING. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS.**

7. SPECIFICALLY, I AGREE THAT, ON BEHALF OF MYSELF AND MY PERSONAL REPRESENTATIVES, HEIRS, SPOUSE, GUARDIANS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, ASSIGNS AND NEXT OF KIN, I AND THEY HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS AND AGREE NOT TO SUE THE RELEASED PARTIES NOTED BELOW WITH RESPECT TO ANY CLAIM, LIABILITY OR DEMAND OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY (INCLUDING, WITHOUT LIMITATION, FOR PERSONAL INJURIES OR WRONGFUL DEATH) THAT MAY ARISE IN CONNECTION WITH, OR RELATE IN ANY WAY TO, EXPOSURE TO OR CONTRACTION OF COVID-19 FOLLOWING MY PARTICIPATION IN an activity through NORTHWESTEREN MEDICINE, INCLUDING, WITHOUT LIMITATION, THOSE CLAIMS THAT ARISE AS A RESULT OF: (I) THE NEGLIGENCE OF ANY OF THE RELEASED PARTIES, AND/OR (II) THE INHERENT RISKS ASSOCIATED WITH VISITING NORTHWESTERN MEDICINE PREMISES DURING THE COVID-19 PANDEMIC. I FURTHER AGREE THAT THE FOREGOING RELEASE OF LIABILITY AND COVENANT NOT TO SUE EXTENDS TO AND ENCOMPASSES ANY AND ALL CLAIMS, LIABILITIES OR DEMANDS THAT RELATE IN ANY WAY TO EXPOSURE TO OR CONTRACTION OF COVID-19 BY ANY OTHER INDIVIDUAL, INCLUDING BUT NOT LIMITED TO MINOR CHILDREN AND/OR FAMILY MEMBERS, AS A RESULT OF THEM BEING EXPOSED TO COVID-19 BY ME.

The “Released Parties” shall include: Northwestern Memorial HealthCare and its affiliated entities, and every director, officer, trustee, employee, agent, volunteer, independent contractor, insurer and consultant of Northwestern Memorial HealthCare and its affiliated entities.

8. This acknowledgement and express assumption of risk, waiver of claims, and release of liability is intended to be as broad and inclusive as is permitted by law. If any part of this provision is held to be invalid or legally unenforceable for any reason, the remainder of this provision shall not be affected thereby and shall remain valid and fully enforceable.
9. In signing this agreement, I hereby acknowledge and represent that I have read this document in its entirety, understand it, and sign it voluntarily.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (please print)