

The Next Chapter Daytime Senior Care & Activities

Dear Families,

We are extremely grateful and feel incredibly blessed that you have given us the opportunity to care for your loved one. There is nothing more important to us than the safety, health and well-being of all our members, residents and clients.

We understand how difficult these times are for everyone physically and emotionally. It is important for you to know that we have taken extreme measures in addition to following CDC, AHCA, NIH & WHO guidelines to ensure the health and safety of everyone in our care.

There is a lot of uncertainty during these unprecedented times and it is difficult to predict or foresee what the future holds. Natural disasters such as the spread of the novel coronavirus (“COVID-19”) cannot be completely eliminated.

There is no guarantee nor is there any scientific evidence that any one individual, company or organization can completely prevent COVID-19 from spreading to others.

Therefore, we have been advised by local officials to ask all of our residents, members, clients and their representatives to review and sign a “COVID-19 WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT” due to the uncertainty of such a natural disaster like the novel coronavirus.

We look forward to the day we can all come together again and enjoy each other’s company without worrying about COVID-19. In the meantime, we are closely following any changes in policies the Agency for Health Care Administration is making. As soon as we are informed of new policy updates and community guidelines, we will make sure to inform you with the latest information.

Thank you for understanding and for being patient with us as we navigate this unprecedented time in the history of the World.

Please let us know if you have any questions. Have a great day!

Tolley C. Reeves

Ed. D President

COVID-19 WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration for receiving permission to be on premises or use the care services provided by The Next Chapter Daytime Senior Care & Activities (hereinafter the "Services"), I, on behalf of myself, the "Responsible Party" and the "Member/Client/Resident" hereby acknowledge and agree to the following:

1. 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 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.
2. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate in the care "Services" provided by The Next Chapter Daytime Senior Care & Activities
3. 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 the "Services" and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself, the "Responsible Party" and the "Member or Participant") the The Next Chapter Daytime Senior Care & Activities.
4. their owners, officers, directors, agents, employees and assigns (the "RELEASEES") from any liability related to COVID-19 which might occur as a result by me being on the premises and participating in or receiving care "Services."
5. I shall indemnify, defend and hold harmless the RELEASEES 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.
6. It is my express intent that this Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Texas. 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 RELEASEES TO BE ON PREMISES AND PARTICIPATE IN THE CARE "SERVICES" PROVIDED.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless 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.

IN WITNESS WHEREOF, I have signed this Waiver and Agreement under seal on this _____ day of _____, 20_____.

Representative Signature

Date

Member Signature

Date