



Waiver and Release of Liability Form

Client Name: _____

Service Provider (Behavior Analyst/Behavior Tech):

Services: Applied Behavior Analysis

I, ON BEHALF OF MYSELF, MY DEPENDENTS AND ALL OTHERS RESIDING IN MY HOME, HEREBY ASSUME ALL OF THE RISKS OF REQUESTING THIS SERVICE, including any risks that may arise from contracting COVID-19 from my Service Provider. This Waiver and Release of Liability covers any negligence or gross negligence in relation to exposing me or my dependents to the COVID-19 virus from Service Providers while visiting my home.

I am responsible for determining whether I am physically and medically able to allow the Service Providers into my home to provide ABA services. I am responsible for determining whether a physical or medical examination should be undertaken before participating in the services being provided. I will abide by any determination, limitation, or recommendation that may be issued by my medical or health care provider. I am solely responsible for determining the health and physical status of myself and my dependents, as well as any others residing in or visiting my home. I am solely responsible for determining whether participation in ABA services should continue, or if other actions should be taken to limit exposure to viruses that may impact the health and wellbeing of my family. First Coast Autism, LLC and Service Providers assume no duty to ensure my physical or medical wellness and safety to participate in ABA services.

In consideration of providing services to me and/or my dependents, I hereby take action for myself, dependents, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for death, disability, or personal injury, THE FOLLOWING ENTITIES OR PERSONS: First Coast Autism, LLC, its Service Providers, directors, officers, employees, representatives, employee, and agents;

(B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this service whether caused by the negligence of release or otherwise. Participation in ABA services is voluntary.

I acknowledge that First Coast Autism, LLC, its Service Providers and its directors, officers, employees, representatives, and agents are NOT responsible for the contamination, errors, omissions, acts, or failures to act of any party or entity involved in providing the ABA services.

The Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

ON BEHALF OF MYSELF AND MY DEPENDENTS

Print Name: _____

Date: _____

Signature: _____

List Dependents: _____
