

## INFORMED CONSENT RELEASE AND WAIVER OF LIABILITY

**THIS RELEASE AND WAIVER** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between [INSERT FACILITY NAME] (“Facility”) and \_\_\_\_\_ (“Resident”) hereinafter referred to collectively as the “Parties.”

**WHEREAS**, on or about \_\_\_\_\_, Facility was engaged to provide health care, personal care and residential services to Resident; and

**WHEREAS**, Resident uses an electric wheelchair as his source of ambulation; and

**WHEREAS**, Resident utilizes his electric wheelchair both on and off Facility property; and

**WHEREAS**, [INSERT RESIDENT SPECIFIC INFORMATION HERE ABOUT BEHAVIORS]; and

**WHEREAS**, Facility has informed Resident of the risks of his wheelchair use and Resident desires to continue using his electric wheelchair regardless of Facility’s policies and procedures or Facility’s concerns related to his driving habits; and

**WHEREAS**, Resident is aware of the risks associated with not following the Facility’s policies and procedures and has discussed the risks with Facility; and

**WHEREAS**, Resident is aware of the risks associated with his driving habits off Facility property and has discussed the risks with Facility; and

**WHEREAS**, the Parties have now successfully resolved all issues between them and have agreed to a full and final settlement and release of any and all claims or disputes between them that have or may arise from the Resident’s desire to continue using his electric wheelchair while residing at Facility.

**NOW, THEREFORE**, in consideration of the mutual agreements, promises and covenants set forth herein, and other good and valuable consideration, the Parties to this Release agree as follows:

1. **Allowance by Facility.** Because Resident has been informed of the Facility’s policies and procedures and Facility’s concerns regarding the risks related to Resident’s electric wheelchair driving habits both on and off Facility property and acknowledges that he accepts the risks associated with his electric wheelchair driving habits, Facility agrees to allow Resident to continue utilizing his electric wheelchair.

2. **Release by Resident.** Resident, on his own behalf and on behalf of his respective agents and assigns, does hereby release, satisfy, waive, and forever discharge Facility and its agents, employees, officers, directors, shareholders, parents, subsidiaries, predecessors, successors and assigns, and each of them, of and from any and all claims, demands, actions,

obligations, liabilities, damages, rights of any kind and indebtedness whatsoever, whether fixed or contingent, known or unknown, direct or indirect, which Resident had, now has, and forever shall have involving the issue addressed in this Release.

3. **Disclaimer of Liability.** The Parties acknowledge and expressly agree consideration exchanged herein and the terms of this Release do not constitute and shall not be interpreted as an admission of liability by any of the Parties and this Release results from the Parties desire to resolve disputed issues of law and fact. Other than as stated herein, The Parties warrant no promise or inducement has been offered for this Release other than those set forth in this Release and they are competent to execute and accept full responsibility for this Release.

**IN WITNESS THEREOF**, the Parties have executed this release as of the date first written above.

[INSERT FACILITY NAME]

Dated: \_\_\_\_\_, 2012.

By \_\_\_\_\_  
Administrator

[RESIDENT NAME]

Dated: \_\_\_\_\_, 2012.

\_\_\_\_\_

SAMPLE ONLY