

NEGOTIATED RISK AND WAIVER OF LIABILITY AGREEMENT

Facility Name: Three Pillars Senior Living Communities ("Facility")

Resident's Name: _____ ("Resident")

Date: _____ ("Effective Date")

This Negotiated Risk and Waiver of Liability Agreement (the "Agreement ") is entered into by and between the Resident and Facility. The term "Resident" may also refer to Resident's Legal Representative or to both Resident and Resident's Legal Representative. A specific issue or issues regarding the Resident has arisen. This issue(s) is described below. The Resident and Facility have agreed to address the issue as outlined below. This Agreement shall commence when signed by the parties. This Agreement may be reviewed from time to time as necessary.

1. Description of situation or condition known by the Facility involving a potential action by Resident that (1) could cause harm or injury, and (2) is contrary to the practice or advice of Facility (check which one(s) apply):

_____ Facility desires to restrict visitors to the Facility and Resident desires to accept visitors during the COVID-19 pandemic at a time when governmental authorities recommend that a resident and facilities not accept visitors.

2. Resident's preference on how the situation or condition should be handled and the possible consequences to the Resident and/or others by acting on that preference (check which one(s) apply):

_____ Resident desires to accept visitors at this time. By having in person visits, Resident understands that Resident and others in the Facility are at risk of being infected with and developing COVID-19 which may cause Resident and others to become seriously ill or may cause death.

3. Agreed-upon course of action and what Facility will and will not do to attempt to meet Resident's needs and comply with Resident's preferences (check which one(s) apply):

_____ Facility will permit Resident to take visitors under conditions that Resident and Facility agree to concerning duration of any one visitation, location of the visitation, and frequency of the visitation as described in the attached policy.

Residents may have additional compassionate care visitation options to honor that they are near end of life, or other special circumstances. Speak with our Facility Manager, Nurse or Director of Operations for further clarification on those additional options.

_____ Resident and Facility agree that Resident may not take visitors on an unrestricted basis and that Facility may restrict visitors if Resident becomes ill or develops COVID-19 symptoms, or if there is a facility-wide outbreak of COVID-19, except for compassionate care situations as determined by the Facility.

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4. Alternatives offered by the Facility to mitigate the situation or reduce the risk to the Resident and others (check which ones(s) apply)

____ The Facility has offered alternatives to visitation in the form of use of technology that Resident may use for visitation, and for accommodating window visits or other non-contact means of visitation which Resident refuses.

5. Resident’s understanding and acceptance of responsibility for the possible outcomes of the agreed-upon course of actions indicated above.

Resident and/or Resident’s Legal Representative have been given the opportunity to bargain and negotiate with the Facility regarding the issues checked above in paragraphs **(1) - (4)**, and Resident has chosen to not follow the Facility’s recommendations as set forth in paragraph **(1)**. By not following the Facility’s recommendations, Resident understands and accepts the risk and responsibility for the possible outcomes described above which include actual or potential harm to Resident and others including, but not limited to severe illness, sickness, injury and death. Resident and/or Resident’s Legal Representative enter into the Agreement freely and without any coercion or dependence on any condition and understand that by signing this Agreement, Resident and/or Resident’s Legal Representative waive any negligence claims arising out of this Agreement against the Facility, its affiliated legal corporate entity or entities, its agents, representatives or employees.

Resident and Resident's legal representative agree to notify Facility staff immediately if they become aware of any condition or situation or change in any condition or situation that may present risk to Resident, other residents or Facility staff. Facility will review this Agreement with Resident from time to time as may be required by law or as requested by the Resident.

Signature of Resident

Date

Signature of Resident's Legal Representative

Date

Signature of Authorized Facility Representative

Date

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