

**DELRAY CARE PHYSICAL THERAPY, LLC
ACKNOWLEDGEMENT AND AGREEMENT,
INDEMNIFICATION, GENERAL RELEASE AND
ASSUMPTION OF RISK**

I _____ in consideration of physical therapy services by DELRAY CARE PHYSICAL THERAPY, LLC, acknowledge the risk of contracting COVID-19 and voluntarily assume that risk and enter into this Acknowledgement and Agreement, Indemnification, General Release and Assumption of Risk (hereinafter referred to as (the “Agreement”).

I hereby agree to forever release, indemnify and discharge DELRAY CARE PHYSICAL THERAPY, LLC on behalf of me, my spouse, my children, my parents, my guardians, my heirs, assigns, personal representative and estate, and any and all other persons and entities who could in any way represent me or act on my behalf as follows:

(1) **RELEASE OF LIABILITY:** Despite all known and unknown risks or potential risks of COVID-19, I agree to hereby expressly and voluntarily remise, release, acquit, satisfy and forever discharge DELRAY CARE PHYSICAL THERAPY, LLC and agree to hold it harmless of and from all, and all manner of action and actions, cause and causes of action, suits, sums of money, covenants, contracts, controversies, agreements, promises, damages, judgments, executions, claims and demands whatsoever, in law or in equity.

(2) **GOVERNING LAW AND WAIVER OF JURY TRIAL:** In the event a lawsuit is filed against DELRAY CARE PHYSICAL THERAPY, LLC, I agree that venue rests solely in Broward County, Florida, and that the substantive law of Florida shall apply without regard to any conflict of law rules of that State. **I SPECIFICALLY WAIVE THE RIGHT TO A TRIAL BY JURY FOR ANY ACTION RELATED TO AND/OR ARISING OUT OF THIS AGREEMENT.**

(3) **AGREEMENT CONSTRUCTION:** If any portion of this agreement is found to be void or unenforceable, I agree that the remaining portion shall remain in full force and effect.

(4) **DURATION OF AGREEMENT:** I understand that this agreement extends into the future and will have full force and legal effect each and every time I visit DELRAY CARE PHYSICAL THERAPY, LLC for one year from the date of my execution of this agreement.

(5) **INDEMNITY:** I hereby agree to indemnify and hold DELRAY CARE PHYSICAL THERAPY, LLC harmless from and against any and all losses, liabilities, claims, obligations, costs, damages and/or expenses whatsoever paid, incurred and/or suffered by DELRAY CARE PHYSICAL THERAPY, LLC including, but not limited to, any and all attorneys’ fees, costs, damages and/or judgments.

(6) **ATTORNEYS’ FEES AND COSTS AND INTEREST:** Should DELRAY CARE PHYSICAL THERAPY, LLC or any person and/or entity acting for it and/or on its behalf, be required to incur attorneys’ fees and/or costs to enforce this agreement, I promise to indemnify DELRAY CARE PHYSICAL THERAPY, LLC for all such fees and costs, up through and

including any and all appeals, including, but not limited to, all fees and costs associated with any collection efforts.

By signing this document, I understand that I may be found by a court of law to have forever waived my right to maintain any action against DELRAY CARE PHYSICAL THERAPY, LLC on the basis of any claim from which I have released DELRAY CARE PHYSICAL THERAPY, LLC herein. I have had sufficient opportunity to read and understand this entire document and consult with legal counsel, or have voluntarily waived my right to do so. I knowingly and voluntarily agree to be bound by all terms and conditions set forth herein for one year from the date of this agreement.

Patient Signature: _____ **Printed Name:** _____

Today's Date: _____ **DOB:** 1_1_1-1_1_1 (MM-YY)

Email: _____ **Phone:** _____

Address:
