**CONSENT AND RELEASE**

1. I hereby give consent to modMD to administer the services I have requested (“Services”) which may include treatment, diagnosis and/or related services (“Additional Services”), as provided by modMD, PC (“modMD”). If the Services are performed at the direction of a party that has engaged or employed me, I authorize modMD to release my protected health information (including test results) to that party.
2. I hereby release, waive, discharge, covenant not to sue, and agree to hold harmless modMD and its healthcare staff (including but not limited to independent contractors and their employees administering the Services), members, shareholders, officers, agents, contractors, volunteers, and/or employees and the party engaging the services (where applicable), from any and all liabilities, claims, demands, injuries (including, without limitation, personal injury, death and lost wages, salary and employment), or damages, including, without limitation, court costs and attorney’s fees and expenses, that may be sustained by me as a result of the Services and/or Additional Services, and for Services and/or Additional Services provided by modMD to others, including matters of negligence and strict liability.
3. I agree that modMD has communicated to me the risks and benefits associated with the Services that I am agreeing to undertake, and I have had an opportunity to ask a member of modMD’s staff any questions I have on the risk associated with the Services to which I am submitting. Knowing each of those risks, I am agreeing to proceed with the Services from modMD. I understand that this authorization may apply to multiple or recurrent Services and/or ongoing Additional Services.
4. I am fully aware that if the Services provided by modMD involve COVID‑19 tests, theses tests have not gone through a full FDA approval process (and have instead obtained emergency FDA authorization) and the results could produce false positives or false negatives or be administered in a way that may produce inaccurate results. I am also fully aware that modMD is not providing medical care and, in the case of COVID-19 testing, may be providing a medical diagnosis based on the results indicated such testing, and that I should consult my doctor or go to an emergency room, if I have any serious symptoms and/or to obtain medical advice regarding the results of COVID-19 testing. If COVID-19 testing produces a negative result, it does not exclude the possibility that I have COVID‑19 or that I may develop it in the future, and I am aware that I should obtain further COVID-19 testing if I develop any symptoms or come in contact with anyone who, I become aware, may have or been exposed to someone who has COVID‑19. I choose to voluntarily participate any COVID-19 testing with full knowledge of these facts. I know of no medical reason why I should not participate.
5. **I understand that my express consent is required to release any protected health information relating to Services and/or Additional Services. If I have been tested for COVID-19, modMD is specifically authorized to release all health care information relating to such Services, including the release of Covid-19 test results to the party that has engaged or employed me, if COVID-19 testing is performed at their direction.**
6. This disclosure is made at my request. I understand that authorizing the disclosure of this health information is voluntary. I understand I have the right to revoke this authorization in writing. I understand the revocation will not apply to information that has already been released in response to this authorization. To revoke an authorization, I may write a letter to modMD. I understand that once the health information I have authorized to be disclosed reaches the specified recipient, that person or organization may re-disclose it, at which time it may no longer be protected under applicable privacy laws. I understand that the information authorized for release may include records which may indicate the presence of a communicable or non-communicable disease. I understand that this authorization may apply to multiple or recurrent Services and/or Additional Services. I understand I do not have to sign this authorization in order to obtain health care benefits (treatment, payment, or enrollment).
7. Where I have provided a debit/credit card for payment, I hereby give modMD permission to charge the stated fees for the Services. I acknowledge that the fees, once charged, are non-refundable. I understand that I am ultimately responsible for the applicable fees in the event that my employer or insurance does not pay in full.
8. This authorization will expire two years from the date of signing. A copy or facsimile of this signed authorization shall be counted true and valid as original.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
Participant Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SECTION BELOW TO BE COMPLETED BY PARENT/GUARDIAN FOR CHILD UNDER 18**

Name of Minor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Adult Guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relationship: \_\_ Father \_\_ Mother \_\_ Other Legal Guardian

I have the legal authority, based on the relationship to the minor as indicated above to consent to this test administration for the minor named above. I hereby authorize the Services to take place without my presence, and consent to all the terms and conditions of this Consent and Release on behalf of the minor named above.

Guardian Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_