

YOUR SPINE, L.L.C t/a Amon Chiropractic & Wellness Center
Dr. Sheila Amon, D.C.
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240-242-3266 (t) 240-242-3248 (f)

Engagement, Indemnification, Liability Release, and Assumption of Risk Agreement

I hereby represent, warrant and agree on behalf of myself and/or on behalf of my minor child(ren) or ward(s) who are receiving Chiropractor Services as defined herein (collectively “Releasor”) that this Engagement, Indemnification, Liability Release, and Assumption of Risk Agreement (“Agreement”) covers and is intended to release Your Spine, LLC t/a Amon Chiropractic & Wellness Center, Dr. Sheila Amon and its current and former parents, subsidiaries, affiliates, partners, firms, associations, joint ventures, related companies, constituents, and agents, and their respective current and former directors, officers, board members, shareholders, professionals, members, employees, agents, representatives, spouses, attorneys, principals, executors, administrators, personal representatives, heirs, successors, insurers, and assigns (collectively referred to as “AMON”). In consideration of receiving services by AMON and allowed to use AMON premises, equipment, and services, including, but not limited to, AMON treatments, products, and any other related activities (collectively “Chiropractor Services”), Releasor represents, warrants and agrees follows:

1) **ASSUMPTION OF RISK:** Participation in the Chiropractor Services is completely voluntary and undertaken only after full appreciation of the risks involved in the Chiropractor Services. In connection therewith, the outbreak a highly infectious disease known as COVID-19 resulted in the declaration of a Public Health Emergency on January 30, 2020. To date, there is no cure or vaccine for COVID-19. According to the CDC and public health officials, COVID-19 spreads by interpersonal contact. The Chiropractor Services covered by this Agreement necessitate close interpersonal contact between clients and AMON staff. As result, the Chiropractor Services may be dangerous and entail both known and unknown risks including, but not limited to, the risk of contracting COVID-19 or some other disease and attendant complications, including hospitalization or death.

Releasor hereby voluntarily assumes all such risks. To the AMON provides or uses any safety equipment or personal protective equipment, Releasor understands that AMON does not manufacture any of this safety equipment or personal protective equipment and Releasor waives any liability against AMON for any defective products.

2) **RELEASE OF LIABILITY:** Releasor, irrevocably and unconditionally covenants not to sue and releases, waives, relinquishes, and discharges AMON from any and all claims, demands, rights, actions, suits, causes of action, obligations, debts, costs, losses, charges, expenses, damages, judgments and liabilities, of whatever kind or nature, in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not

concealed or hidden, related to or arising, directly or indirectly, from Releasor's use of AMON premises, equipment, services and activities, including without limitation any claim for negligence, failure to warn or other omission, personal injury, illness, bodily harm or death to the maximum extent allowed by law. This release is applicable to and binding upon Releasor and his or her past and present agents, representatives, spouse, attorneys, principals, executors, administrators, personal representatives, heirs, successors, insurers, and assigns.

3) **INDEMNIFICATION:** Releasor hereby agrees to indemnify and hold harmless AMON from and against any and all losses, liabilities, claims, obligations, costs, damages, and/or expenses whatsoever paid, incurred, and/or suffered by AMON including, but not limited to, any and all attorneys' fees, costs, damages, and/or judgments AMON incurs in the event that Releasor brings any claims against AMON based upon damages caused or alleged to be caused in whole or in part by the negligent acts or omissions of AMON, or in the event Releasor causes any injury, damage and/or harm to AMON and/or any and all other persons and entities acting in any capacity on behalf of AMON or to others while at AMON premises.

4) **TERM OF AGREEMENT:** Releasor represents, warrants agrees that until canceled by a writing signed by both parties, this Agreement shall apply and be applicable to each and every time Releasor visits or receives services from AMON.

5) **NO ADMISSION OF LIABILITY.** Nothing in this Agreement will be construed as an admission by AMON that it acted wrongfully with respect to Releasor or any other person.

6) **ENTIRE AGREEMENT/AMENDMENT.** This Agreement is absolute and unconditional and constitutes the full, complete, and entire understanding and agreement between AMON and Releasor with respect to the subject matter of this Agreement. Releasor acknowledges and affirms that she/he has not executed this Agreement in reliance upon any promises, representations, statements, warranties, covenants or undertakings not contained within this Agreement. This Agreement may not be amended, modified, altered, changed, limited, or terminated, except by a writing signed by all of the Parties. No failure to exercise and no delay in exercising any right, remedy, or power under this Agreement will operate as a waiver, nor will any single or partial exercise of any right, remedy, or power under this Agreement preclude any other or further exercise, or the exercise of any other right, remedy, or power provided in this Agreement or by law or in equity.

7) **SEVERABILITY.** If for any reason any provision of this Agreement is determined to be invalid or unenforceable, that provision will be deemed modified to whatever extent necessary to render it enforceable, and if the Court declines to so modify the provision, then the remaining provisions of this Agreement will be construed, performed, and enforced as if the invalidated or unenforceable provision had not been included in the text of the Agreement.

8) **BENEFIT/AUTHORITY.** This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Releasor represents and warrants to the others that she/he has the power and authority to enter into and execute this Agreement on behalf of herself/himself, children, wards, and on behalf of their respective present

and former spouses, attorneys, principals, executors, administrators, personal representatives, heirs, successors, and assigns.

9) **GOVERNING LAW.** This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Maryland without regard to Maryland's conflict of law principles.

Name of Patient

Date

If minor child/ward, name of parent/guardian

Signature

Witness

Date