|  |  |
| --- | --- |
| **dhsslogo** | **Division of Services for Aging and Adults with Physical Disabilities**  ***COVID-19 Senior Center Participant Health Screening*** |

|  |  |
| --- | --- |
| Participant Name: |  |
| Senior Center Name: |  |
| Mode of Contact: | In-Person  Phone |
| Contact With: | Participant |
| Family Caregiver: |
| Other: |

|  |  |  |  |
| --- | --- | --- | --- |
| **COVID-19 SCREENING** | | **Date:** | |
| **Yes** | **No** |
| 1. Are you, or anyone you are living with, experiencing any of the following symptoms?  * Fever (100.4+), cough, shortness of breath or difficulty breathing, diarrhea, chills, repeated shaking with chills, muscle pain, headache, sore throat, new loss of taste or smell   If yes, when, what, and steps taken to receive medical attention: | |  |  |
| 1. Have you, someone with whom you have had contact, or anyone you are living with been diagnosed by a positive test and/or a health care practitioner for COVID-19? | |  |  |
| 1. Have you, someone with whom you have had contact, or anyone you are living with been ill for reasons other than COVID-19? | |  |  |
| 1. Have you or someone with whom you have had contact been asked to self- quarantine? | |  |  |
| 1. Have you, someone with whom you have had contact, or anyone you are living with traveled out of the state or country in the last 14 days? | |  |  |
|  |  | | |
| Date | Staff Signature | | |

**COVID-19 WAIVER OF LIABILITY AND INDEMNIFICATION**

1. I agree that I am personally responsible for my safety and actions while using The Modern Maturity Center, Inc. (MMC). I agree to comply with all MMC policies and rules, including but not limited to all MMC policies, guidelines, signage, and instructions. Because the MMC is open for use by other individuals, I recognize that I am at higher risk of contracting COVID-19.

With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue The Modern Maturity Center, In. (“MMC”), MMC’s board members, officers, agents, servants, independent contractors, affiliates, employees, successors, and assigns (collectively the “Released Parties”) from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19 whether caused by the negligence of the Released Parties, any third-party using the MMC, or otherwise, while participating in any activity while in, on, or around the MMC and/or while using any MMC facilities, tools, equipment, or materials.

2. I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use of the MMC facilities, tools, equipment, or materials, whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19.

3. By signing below I acknowledge and represent that I have read the foregoing Waiver of Liability, understand it and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document; I am sufficiently informed about the risks involved in using the MMC to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this Wavier of Liability shall be governed by and construed in accordance with Delaware law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Wavier of Liability as a whole. This waiver remains in effect until the State of Delaware lifts all COVID-19 related mandates.

Printed Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Modern Maturity Center, Inc.

1121 Forrest Ave. Dover, DE 19904

302-734-1200