

**RELEASE AND WAIVER OF LIABILITY DURING COVID-19**

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND CONSTITUTES A CONTRACT BETWEEN ME AND Celestial Plastic and Reconstructive Surgery, LLC and its associates.

I SIGN THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT DURESS OR COERCION AND I AM AND HAVE BEEN FULLY INFORMED OF THE CONSEQUENCES OF MY SIGNATURE HERETO.

I am a voluntary participant for the care rendered to me at Celestial Plastic and Reconstructive Surgery, LLC

I AM AWARE THAT PARTICIPATION IN THIS SESSION MAY INVOLVE INTERACTION THAT COULD POTENTIALLY LEAD TO INJURY, SICKNESS OR EVEN DEATH. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES AND INTERACTIONS WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH, PROPERTY DAMAGE, OR OTHER LOSS, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN. I AM EXPRESSLY ASSUMING THE RISKS ASSOCIATED WITH MY PARTICIPATION IN THIS ACTIVITY. I AM EXPRESSLY ASSUMING THE RISKS ASSOCIATED WITH THE CURRENT COVID-19 PANDEMIC AND CONTINUE THIS ACTIVITY AGAINST CENTER FOR DISEASE CONTROL AND/OR GOVERNMENTAL DIRECTIVES.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death, or loss of personal property and expenses as a result of those inherent risks and dangers not specifically identified, and as a result of my negligence in participating in this activity.

I hereby waive, release and forever discharge CELESTIAL PLASTIC AND RECONSTRUCTIVE SURGERY, LLC AND RUTH CELESTIN, MD (“Released Parties”) from any and all claims I may have now or arising in the future related to my participation in the photography session. I covenant and agree not to sue any Released Parties for any such claims. I hereby waive, release and forever discharge the Released Parties from all of the following (the “Claims”): any and all claims, liabilities of every kind, demands, damages (including direct, indirect, incidental, special and/or consequential), losses (economic and non-economic), and causes of action, of any kind or nature, which I have or may have in the future (including court costs, attorneys’ fees and litigation expenses), that may arise out of, result from, or relate to my participation in the session or my travel to and from such activities . I understand and acknowledge that these Claims include, but are not limited to, causes of action for death, personal injury, partial or permanent disability, negligence, and property damage or theft; causes of action relating to the provision of first aid, medical care, medical treatment, or medical decisions; and claims for medical or hospital expenses, including medical transportation services. I understand and agree that the foregoing waiver, release and discharge applies even if the Claims are caused by the negligent acts, omissions, or carelessness of any Released Parties. I understand that this waiver, release and discharge operates for myself as well as on behalf of my spouse, children, parents, guardians, heirs, next of kin and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on my behalf. I further agree to indemnify and hold harmless all released parties from any claims which I might make or which might be made on my behalf by others or which might be made

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against me by others, arising from my participation in the activities provided by the released parties, my travel to or from such activities.

Celestial Plastic and Reconstructive Surgery, LLC does have COVID-19 guidelines for patient visits that can be found on the website at [www.celestialplasticsurgery.com](http://www.celestialplasticsurgery.com). As restrictions change via the CDC, Celestial Plastic and Reconstructive Surgery, LLC will update their COVID-19 guidelines in regards to patient visits and care.

This waiver shall remain valid unless expressly revoked by the participant or parent or guardian of a minor, in writing, with receipt acknowledged by the released parties. Revocation of this waiver shall imply a discharge from the care of Ruth Celestin, MD and Celestial Plastic and Reconstructive Surgery, LLC and its assigns.

Your health and safety are of the utmost importance to us at Celestial Plastic and Reconstructive Surgery, LLC. We continue to take steps to make your visits with us as safe as possible. For more information on these steps please visit our website.

\_\_\_\_\_  
Patient or Guardian Name

\_\_\_\_\_  
Patient or Guardian Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Ruth Celestin, MD  
Celestial Plastic and Reconstructive Surgery, LLC

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