

**COVID-19 TESTING WAIVER**  
**PLEASE READ THIS COMPLETELY AND CAREFULLY PRIOR TO SIGNING**

I \_\_\_\_\_ (the “testee”) am seeking a Coronavirus SARS-COV-2 COVID-19 RT PCR sputum test (“Coronavirus Test”) from Blue Med Consultants, LLC and/or licensed team member (the “Test Administrator”).

**I EXPLICITLY ACKNOWLEDGE AND UNDERSTAND THE TEST ADMINISTRATOR DOES NOT PROVIDE MEDICAL ADVICE AND IS NOT MY HEALTHCARE PROVIDER.** The Test Administrator is not a medical organization and does not provide medical advice, treatment, or medical diagnosis. Nothing articulated, stated, said or otherwise communicated by or through the Test Administrator in any forum whatsoever should be construed as any such advice, treatment, or diagnosis. The information and reports generated by the Coronavirus Test should not be interpreted as a substitute for physician consultation, evaluation, care or treatment. I understand I have been specifically urged and advised to seek the advice of a physician or medical professional upon receiving my results from the Coronavirus Test. The Coronavirus Test is not intended to treat any illness or disease or be a substitute for medical advice or treatment. The Test Administrator is not my treating physician and does not assume any special or heightened duty to me like that of a physician or medical provider. I understand this paragraph is a material condition of this waiver for the Test Administrator to perform my Coronavirus Test.

**I EXPLICITLY ACKNOWLEDGE AND UNDERSTAND MY CORONAVIRUS TEST RESULTS MAY BE INACCURATE AND/OR WRONG AND MAY NOT BE RELIED UPON.** I understand that any and all results from the Coronavirus Test may be inherently inaccurate or wrong, and may not be relied upon by me or anyone. I understand the Coronavirus Test is not intended to treat any illness or disease or be a substitute for medical advice or treatment. Result interpretation is merely a guide, and may have inherent inaccuracies that are due to false positive/false negative results, and also due to epidemiological/molecular/infectious uncertainty of this novel SARS-COV-2 COVID-19 virus. I acknowledge and understand medical literature is somewhat unclear if any of the results from the Coronavirus Test can accurately detect any or all of the following: active viral infection/shedding, recent infection, cleared infection, asymptomatic infection, current infection, contagious potential, presence of illness, severity of illness, or any other clinical/epidemiological variables. I explicitly acknowledge and understand that I should take no action or engage in any inaction due to the Coronavirus Test result because such results cannot be relied upon by me or anyone. I understand this paragraph is a material condition of this waiver for the Test Administrator to perform my Coronavirus Test. I acknowledge that the Test Administrator and/or phlebotomist collecting my COVID-19 test specimen has reviewed this Testing Waiver with me prior to collecting any test specimen and that all covenants and attestations set forth in this Waiver are true and correct.

I hereby authorize the Test Administrator to administer the Coronavirus Test to me, along the following procedures, which I must comply with as applicable:

- The Coronavirus Test will be collected by the Test Administrator and sent to Southwest Regional PCR Laboratory LLC. dba MicroGen DX, a molecular based laboratory (the “Laboratory”). The Laboratory is **FDA EAU authorized to perform COVID-19 testing as of 4/23/2020**
- In the event an oropharyngeal specimen is desired, the test may be collected by United Clinical Laboratory (the “Laboratory”), West Palm Beach, Florida.
- The Laboratory will exclusively handle the entire testing process including methodology, laboratory analysis, informatics, diagnostic accuracy, result transmission accuracy, and results reporting and timing; the Test Administrator will not have any responsibility for any and all of the foregoing and shall solely report the Laboratory’s results. The Laboratory is solely responsible for complying with all state and federal laws in the provision of any laboratory testing provided to the patient.
- The test results will be transmitted to Blue Med Consultants, LLC, and will thereafter be communicated to me, the testee, directly by telephone and/or email to the phone number and email address I, the testee, have provided on the laboratory requisition form or set forth below. Signing this form serves as consent for results transmission over the phone and protected email.
- I, the testee, if opted for sputum collection when given the option, am responsible for collecting a sputum sample as directed and sealing the container properly. I understand failure to follow the instructions or perform the test appropriately may result in an invalid test result.

Prior to signing this Waiver, I agree I was presented with and understood all of the following disclosures, and had an opportunity to ask questions in the event anything was misunderstood:

- The utility of the Coronavirus Test is to attempt to identify virions present within **induced sputum from mouth/nose/pharynx or direct swabbing of the nasopharynx/oropharynx**. Due to limited evidence-based research at this time, it is unclear if any COVID 19 test is definitively able to detect the presence of virions in the upper airway/nose/mouth/nasopharynx or if such finding suggests active viral shedding/contagiousness or active disease or prediction of symptomatology. Interpretation of test results, symptoms, exposure as well as procedures for self isolation should be discussed with a trained and licensed medical provider for which the Test Administrator is not.
- For initial diagnostic testing of SARS-COV-2 COVID 19, the CDC recommends one of the following diagnostic test be: Nasopharyngeal (NP) specimen collected by a healthcare provider, oropharyngeal (OP) specimen collected by a healthcare

provider, nasal mid-turbinate swab collected by a healthcare provider or by a supervised onsite self-collection (using a flocked tapered swab), anterior nares (nasal swab) specimen collected by a healthcare provider or by home or supervised onsite self-collection (using a flocked or spun polyester swab), or Nasopharyngeal wash/aspirate or nasal wash/aspirate (NW) specimen collected by a healthcare provider. (updated July 8th, 2020)

- Although the CDC currently recommends NP swabs as first line assay, some studies currently show sputum to be of improved diagnostic accuracy when compared to pharyngeal swabs, feces test, nasal turbinate, and urinalysis (source: <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC7066521/>)
- Procedural and diagnostic discrepancies between the NP swab, OP swab, and sputum collection will be explained prior to collection of sample and the testee will be solely responsible for making an informed decision as to collection method preference, as guided by the licensed team member of Blue Med Consultants, LLC.
- If the testee has made an informed decision to be tested using a sputum collection, the licensed team member/physician will educate the testee about the difference between sputum and oral secretions (saliva) prior to collection of the sample.
- If the testee has made an informed decision to be tested using a nasal swab, the testee is aware of potential false negative if the main viral load is in the upper respiratory tract, inferior to the nasopharynx. The testee acknowledges and accepts the associated complications of a nasal swab which include but are not limited to: nasal/nasopharyngeal irritation and discomfort, mild trauma or bleeding to the nasal turbinates or nasopharynx, post nasal drip, coughing, sneezing, watery eyes, nausea, retching, and vomiting. Specifically, patients currently taking anticoagulation/antiplatelet medications are at increased risk for bleeding from the nares/nasal turbinates/nasopharynx.
- This specific test is NOT AN ANTIBODY TEST and should not be used to determine likelihood of previous infection or passive/active immunity status.
- The test has been assessed to be over 99% specific and sensitive for identification of SARS-COV-2 per the below source <https://microgen.com/wp-content/uploads/2020/03/SARS-CoV-2-Molecular-Diagnostic-Validation-Summary-V2.pdf> for which the Test Administrator cannot independently verify. The MicroGen DX SARS-CoV-2 Molecular Diagnostic Assay is a modification of the CDC's EUA-approved assay. The modifications have been shown not to impact the performance of the assay. The validation testing meets or exceeds the requirements of the FDA for submission of EUA requests. FDA EUA summary for the Laboratory is available here: <https://www.fda.gov/media/137370/download>
- This test DOES NOT ATTEMPT TO IDENTIFY any other viral/bacterial/fungal/autoimmune/infectious disease, including but not limited, to: Influenza family virus, other Human Coronavirus, SARS, MERS, Adenovirus, Human Metapneumovirus, Parainfluenza, Enterovirus, Respiratory Syncytial Virus, Rhinovirus, H. Influenza, M. tuberculosis, streptococcus pneumonia, streptococcus pyogenes, bordetella pertussis, M. pneumonia, pneumocystis jirovecii, Candida albicans, Pseudomonas, Chlamydia, Legionella.
- I understand that despite the reported excellent diagnostic accuracy/sensitivity/specificity of this test, false positives and false negatives are possible, and I accept these diagnostic inaccuracies and their associated risks of transmission and illness.
- This test alone may not be sufficient to detect or rule out the possibility of exposure to or infection with SARS-COV-2 COVID-19 or its possible mutations. **I specifically understand early infection and recently cleared infection are more likely to read falsely negative while the testee may still be contagious and a risk to others.** The exact timing between exposure to the SARS-COV-2 COVID-19 virus to the ability for PCR testing to identify the virus is not definitively known, and the CDC has not offered a specific timeline for routine post exposure testing of asymptomatic individuals.
- I understand that since the current rate of asymptomatic SARS-COV-2 COVID 19 in the community is extremely high, I should follow CDC guidelines including but not limited to: wearing a mask, social distancing, frequent and thorough hand washing, and personal health monitoring.
- I understand that, regardless of the results of the Coronavirus Test, I should carefully monitor for any signs or symptoms of the virus and, notwithstanding the results of any testing, determine the need for self isolation/quarantine according to national and local guidelines instituted by the CDC and other governmental organizations. By signing below I agree that I will not use this diagnostic test in place of a doctor's visit, emergency department visit, or actual medical screening or advice.
- By signing below I assume complete and full responsibility to take appropriate action regarding my test results, as guided by a medical professional for which the Test Administrator is not.
- By signing below I agree I will seek medical advice, care, and/or treatment for any medical symptoms at all including but not limited to: Fever, chills, malaise, shortness of breath or difficulty breathing, chest pain, chest pressure, chest tightness, confusion, lightheadedness, dizziness, cough, fatigue, muscle aches, body aches, joint pain, headache, loss of taste, loss of smell, sore throat, congestion, runny nose, nausea, vomiting, diarrhea, abdominal pain.
- I understand that a medical history, vital sign testing, review of systems, medication review, and physical exam will not be performed by the Test Administrator, and the only service that shall be provided is the Coronavirus Test, with potential inherent inaccuracies as described.
- I understand that the physician-patient relationship established is limited to the performance of the COVID-19 test by the Test Administrator and the delivery of the applicable results and I hereby acknowledge that the Test Administrator and Blue Med Consultants, LLC owe no special duty of care beyond the performance of the test and the delivery of the results.
- Under Florida law, physicians are generally required to carry medical malpractice insurance or otherwise demonstrate financial responsibility to cover potential claims for medical malpractice. BLUE MED CONSULTANTS, LLC HAVE DECIDED NOT TO CARRY MEDICAL MALPRACTICE INSURANCE. This is permitted under Florida law subject to certain conditions. Florida law imposes penalties against non-insured physicians who fail to satisfy adverse judgments arising from claims of medical malpractice. This notice is provided pursuant to Florida law.

- I understand that under certain conditions, the Test Administrator, may as required by law, including state and federal law, need to disclose my name or other identifying information if I have tested positive with, or been exposed to, the virus SARS-COV-2 COVID 19, or the disease caused by the virus. Otherwise, the Coronavirus Test results will be kept confidential and in compliance with the Health Insurance Portability and Accountability Act (HIPAA) and other applicable laws.

**I HEREBY UNCONDITIONALLY WAIVE AND RELEASE THE TEST ADMINISTRATOR FROM ANY AND ALL LIABILITY.** Prior to signing this Waiver, I read, understood and was explained this unconditional general release, which I know is a material condition of this waiver for the Test Administrator to perform my Coronavirus Test. I further acknowledge and understand that by signing this agreement, and in exchange for administering the Coronavirus Test, I am releasing, Blue Med Consultants, LLC, the Test Administrator and/or any of their respective officers, directors, employees, partners, heirs and agents (collectively the “Released Parties”), from any and all legally waivable actions or causes of action, suits, claims, complaints, contracts, liabilities, agreements, promises, contracts, torts, debts, damages, controversies, judgments, rights and demands, whether existing or contingent, known or unknown, suspected or unsuspected, which arise out of this Waiver and/or the Coronavirus Test, including any claims that may arise as a result of specimen collection error, result inaccuracy, medical illness, disease process, disease spreading, sequelae/complications of disease, or failure to diagnose SARS-COV-2 COVID-19. I further agree at all times to DEFEND, INDEMNIFY AND HOLD HARMLESS the Released Parties from and against any and all claims arising from or related to the Coronavirus Test. I understand and acknowledge that this is a general release and indemnification that is meant to be all-encompassing and it is intended to act as a full and total release of any legally waivable claims, whether specifically enumerated herein or not, that I may have against the Released Parties, including, but not limited to, any legally waivable claims arising from any federal, state or local law, regulation or any claims arising in tort, in contract, by statute, by common law, seeking legal and/or equitable relief.

In case any provision in this waiver shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability. Notwithstanding the foregoing, all disputes arising under this agreement shall be governed by and interpreted in accordance with the laws of Florida, without regard to principles of conflict of laws. The parties to this agreement will submit all disputes arising under this agreement to arbitration before a single arbitrator of the American Arbitration Association (“AAA”). The arbitrator shall be selected by application of the rules of the AAA, or by mutual agreement of the parties, except that such arbitrator shall be an attorney admitted to practice law in Florida. No party to this agreement will challenge the jurisdiction or venue provisions as provided in this section. No party to this agreement will challenge the jurisdiction or venue provisions as provided in this section.

By signing below I indicate that I have read, understand, and consent to all of the above and agree to have this voluntary Coronavirus Test performed. I further acknowledge that I have been informed about the test purpose, test procedures, and have been advised of the possible benefits and risks, and I have been offered a copy of this waiver. I have been given the opportunity to ask questions before I sign, and I have been told that I can ask additional questions at any time. I hereby voluntarily agree to this testing and all of the terms stated herein.

**NAME** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

**DATE** \_\_\_\_\_

**PHONE (for results communication)** \_\_\_\_\_

**EMAIL (for results communication)** \_\_\_\_\_

NOTE: The Coronavirus Test results will be transmitted to Blue Med Consultants, LLC, and will thereafter be communicated to the signatory above directly by phone number/email provided above, and signing this form serves as consent for the Coronavirus Test results to be transmitted over the phone/email.