

- **COVID-19 Testing Informed Consent and Participant Acknowledgement Form and Agreement**



- **PARTICIPANT'S INFORMATION:**

Name: Phil Fortunato

Birthdate: [REDACTED]

The purpose of this form is to obtain my consent for the Washington State Legislature ("Client") at 416 Sid Snyder Ave SW, Olympia, Washington 98504 through its consultant Remote Medicine Inc. dba Remote Medical International ("RMI"), to obtain samples from me that will be analyzed to determine if I have been infected by SARS-CoV-2, the virus that causes COVID-19. I understand Client has an interest in maintaining a safe environment for persons with whom I may come into contact. This document is a legally binding agreement.

By signing this form at the bottom, I certify that I have been informed of the nature and intent of the tests and that I consent to the tests being taken and the results being made known as contemplated in this form.

I Am Informed: I have received and read the informational sheet regarding Client's use of the various clinical tests or rapid, single-use tests that are aimed solely at detecting infection by SARS-CoV-2 (the "Test"). I understand that my agreement to be subjected to the Test from time to time, as determined by Client and RMI, is a condition of my ability to enter Client's work site or premises and is considered to be essential to the ability of Client to maintain a safe environment for me and other employees, workers, or customers, and that if I choose not to participate without valid grounds I will not be permitted access to or authorized to proceed to Client's work site or premises.

In addition to the above I understand and agree that if any Test conducted during my employment, or while I am on Client's work site or premises, returns positive, I will be required to follow the medical advice provided to me through Client and their designees, which may include isolation, quarantine, and possibly hospitalization.

Consent: I authorize RMI to conduct collection and testing for SARS-CoV-2 as requested by Client. I understand that the sample that is collected for the Test will be processed on site or sent directly to a third-party independent lab for processing and the results will be shared with Client. If applicable, I authorize the third-party independent lab to conduct testing on the samples produced. I understand that, as with any medical test, there is the potential that false positive or false negative results could occur. I understand that the Test alone may not be sufficient to detect or rule out the possibility that I have been exposed to or infected with SARS-CoV-2. I understand that the collection and testing for SARS-CoV-2 may be observed remotely by RMI personnel via video technology.

Assumption of Risk: I recognize that there are certain inherent risks associated with the Test such as physical and/or psychological injury, pain, suffering, illness, disfigurement, death, and false positive or false negative results. These injuries or outcomes may arise from my own or RMI's (and their respective employees, contractors, directors, officers, affiliates, managers, members, agents, attorneys, volunteers, representatives, successors, and assigns) actions, inactions, or negligence. Nonetheless I voluntarily assume all risks of my participation in the Test, whether known or unknown to me. In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance. I acknowledge that all testing is being done for the purposes of health and safety only and should not be relied upon by me for personal medical decisions. If I have any questions or concerns about the Test or the results thereof, I will consult with and seek the advice of my personal primary care physician.

Duration and Revocation: This informed consent shall remain in effect for one year, unless renewed by me in writing, or until such consent is revoked. I understand that I have the right to revoke this consent at any time by submitting such revocation in writing mailed to Client's address above or by email to [privacy@remotemedical.com](mailto:privacy@remotemedical.com), but I understand that such revocation may impact my ability to access Client's work site or premises. I understand that a revocation is not effective to the extent that any person or entity has already acted in reliance on my consent.

No Physician-Patient Relationship: I certify that I have been informed of the nature and intent of the COVID-19 testing being performed. I acknowledge and understand that RMI's performance of the COVID-19 testing does not establish a physician-patient relationship. I acknowledge and understand that disclosure of my results to me does not constitute medical advice. I understand that RMI is not acting as my medical provider and will not provide any medical treatment or advice. Testing or

screening does not replace treatment by my medical provider. I understand this test is not being performed for diagnostic purposes.

Personal Responsibility: I assume complete and full responsibility to take appropriate action with regards to my test results. I agree to seek medical advice, care, and treatment from my medical provider if I have questions or concerns, or if my condition worsens. I acknowledge and understand that it is my responsibility to contact my healthcare provider to discuss my results.

Positive Result: I acknowledge and understand that if my test results are positive, it is my personal decision and responsibility to follow recommended and mandatory local, state, and federal laws, regulations and guidelines, and to contact my healthcare provider for treatment and medical advice. If I experience symptoms related to COVID-19, I should contact my healthcare provider. I understand and acknowledge that RMI has no obligation or duty to provide any medical treatment, care, or advice, regardless of the results of my test.

Forum Selection and Choice of Law: I agree that I will resolve any claim, cause of action, controversy, or dispute I have with RMI arising out of or relating to RMI's administration of the Test, the results thereof, including but not limited to any positive, negative, false positive, or false negative results, or any services I received from RMI, exclusively in the Southern District of Texas – Houston Division, and I expressly consent to venue and jurisdiction therein. Any such claim, cause of action, controversy, or dispute will be governed by the laws of Texas.

- Release of Liability: I hereby fully release, waive, forever discharge, and covenant not to sue Client and RMI and their respective employees, contractors, directors, officers, affiliates, managers, members, agents, attorneys, volunteers, representatives, successors and assigns, of and from any and all past, present, and future claims arising from their acts and/or omissions, including but not limited to demands, obligations, causes of actions, claims, damages, costs, negligence claims, gross negligence claims, and any other form of compensatory claim of any nature whatsoever, whether based in tort or in contract or other theory of recovery, whether known or unknown, suspected or unsuspected, that I, my assignees, heirs, or legal representatives have, have had, or ever will have for injury, illness, death, or economic loss resulting from RMI's administration of the Test, the results thereof, including any positive, negative, false positive or false negative results, or any services I received from RMI.

I have been informed about the purposes of the test, procedures, possible benefits and risks, and I have received a copy of this informed consent and acknowledgement. I have read and understand this informed consent and acknowledgement. I have been given the opportunity to ask questions before I sign, and I have been told that I can ask other questions at any time. I voluntarily consent to testing.

- Test Participant Signature \*

[Clear](#)



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