



## **READ BEFORE USING THIS FORM**

No legal form, including the following, should be adopted by any program until legal counsel and the medical director or risk manager for the program have first reviewed it. For the consent form to be valid and enforceable, consent language must be written in accordance with the prevailing state's laws and should inform the participant, in easy to understand language, how the information obtained from the program will be used, who will have access to their information and for what purpose(s), and the risks and benefits of any testing procedures that may be used.

## SAMPLE CONSENT AND RELEASE FORM FOR HEALTH SCREENING

**1. Purpose of the Screening.** The primary purpose of this health screening is to [increase awareness and knowledge of personal health and wellness, inform and refer participants to specific wellness resources, assist with establishing and achieving health goals, and promote programs and services that enhance wellness].\* As a participant, you will have the opportunity to complete a health risk assessment (HRA). Completion of the HRA is voluntary and failure to participate will not jeopardize your employment status in any way.

**2. Explanation of the Screening and Associated Risks.** This health screening will include one or more of the following tests: [the taking of a small blood sample drawn by needle from your arm for the blood chemistry analysis (lab fees to be paid by \_\_\_\_\_), a blood pressure check, strength testing, aerobic fitness testing, and a body composition analysis that may involve skinfold measurements]. You could experience symptoms during this health screening such as abnormal blood pressure, fainting, irregular, or fast or slow heart rhythm that may, in rare instances, lead to a heart attack, stroke, or other serious health condition, or even death. Emergency personnel and equipment [are/are not] on site to deal immediately with these situations should they arise. You are strongly encouraged to ask questions of the screening staff if you do not understand the risks or the procedures to be performed.

**3. Confidentiality and Use of Personal Information.** By participating in this health screening and completing an HRA, you are granting permission to [My Company] to use the information for program development, evaluation, [wellness coach contact], and emergency follow up if warranted, in the sole discretion of [Your Company]. You may revoke this authorization of consent by providing written notice to [Your Company] at any time. Any personally identifiable health information obtained in conjunction with your health screening and HRA will be protected and will only be used in accordance with this consent agreement and applicable laws pertaining to the use of personal health information. Your information in aggregate form may be used for research, educational, or statistical purposes so long as the data does not personally identify you.

**4. Responsibilities of the Participant.** By choosing to participate in this screening you certify that you are in good health and that you have accurately completed the PAR-Q test presented to you by the health screening staff. Information you possess about your health status or previous experiences of heart-related symptoms during physical effort (such as shortness of breath while participating in low-level activity, pain, pressure, tightness, heaviness in the chest, neck, jaw, back and/or arms) may affect the safety of your aerobic fitness test. You should promptly report these and any other unusual symptoms before, during, and/or after the aerobic fitness test to your test administrator.

**5. Release of Claims.** In consideration of your participation in this health screening, you hereby agree to assume all risks of injury or death to yourself. You also understand that your HRA results are intended to be used for educational purposes only and are not designed to replace the care or advice of a medical provider. If you have a disease condition, fall into certain high health risk categories, and/or receive abnormal laboratory tests, you should promptly consult with a physician and obtain his or her approval prior to engaging in any health improvement program or lifestyle change activity. Neither Wellsource, Inc., the developer of the HRA, nor [Your Company] is liable for any health consequences resulting from your participation in this program, and neither entity or its staff is responsible for ensuring that you have consulted with your physician regarding any recommendations you may receive as a result of your participation. Your results [will/will NOT] be automatically sent to a healthcare provider on your behalf. Your signature below authorizes [Your Company] to seek immediate medical assistance on your behalf if warranted, in the sole discretion of [Your Company]. YOU HEREBY RELEASE THE PROGRAM AND ALL OF ITS PERSONNEL AND AGENTS FROM ANY AND ALL DAMAGES AND CLAIMS CAUSED BY OR RESULTING FROM YOUR PARTICIPATION IN THIS HEALTH SCREENING. This release shall also be binding upon your heirs, executors, and administrators.

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\* Fields shaded in gray should be customized to reflect your program's goals and practices.

**6. Freedom of Consent.** This notice contains our policy with respect to our security and privacy practices. This policy and notice may change at any time, but material modifications will only be effective after you have been given the opportunity to (i) review the amended policy, and (ii) withdraw your consent. You acknowledge that you have read this document in its entirety (or that it has been read to you), and that you understand and agree to the above. If you are under age 18, you agree not participate in this health screening without the written consent of your parent or legal guardian. Your permission to perform this health screening is given voluntarily and extends to all screening personnel, including volunteers. You understand that you are free to stop the tests at any point, if you so desire. You also fully understand the attendant risks and discomforts, and have had an opportunity to ask questions that have been answered to your satisfaction.

To agree to participate in this health screening and HRA, please sign and date this consent and release form. We cannot process your health questionnaire unless you have signed and dated below. Thank you.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent or Legal Guardian if  
Participant is under 18 years of age

\_\_\_\_\_  
Date

## ALTERNATIVE CLAUSES TO BE CONSIDERED FOR POSSIBLE INCLUSION IN INFORMED CONSENT AND RELEASE FORM

**1. Comprehensive Release of Claims.** In consideration of my admission to this program, I do hereby agree to assume all risks of injury or death to myself while participating in the program or using the program's facilities and equipment. I represent that I am completely aware of all risks and hazards inherent in my participation in the program. I agree that the program and personnel shall not be liable for any damages arising from personal injury or death to myself even if such injuries or death shall be caused by the ordinary negligence of the program or any of its agents.\* I agree to and do hereby release the program and all of its personnel and agents, successors and assigns from any and all damages, demands, claims, causes of action, present or future, disclosed or undisclosed, anticipated or unanticipated, caused by or resulting from the negligence of the program or any of its employees or agents or otherwise and arising out of my participation in the program or my use or attempted use of any of the program's facilities or equipment. *I acknowledge that this release shall not apply to any claims related to gross or willful/wanton/criminal/intentional acts of those who are otherwise released hereby.* This agreement shall be binding upon the undersigned and my heirs, executors, and administrators.

**2. Severability Clause for Use With Comprehensive Release of Claims.** In the event that any court should conclude that any portion of this document is unenforceable or void, such a determination shall not affect the remaining provisions of the document, which shall survive such a declaration.

**3. Use of Likeness and Release of Information Clause.** I agree to allow the program to take my photograph or photographs either while I am at rest or while exercising or performing any activity with the program. I further agree to allow the program to use any of my photographs for publicity purposes to advertise the program. I also agree to the use of any likeness of myself in connection therewith and to the disclosure of my name, address, age and other personal information in connection therewith.

**4. Additional Language for Those Jurisdictions Where Children May Have a Separate Cause of Action for Loss of Parental Consortium.** I [We], the undersigned participant [and spouse of the participant] do hereby agree to indemnify and hold the program and its personnel absolutely harmless from any and all claims, causes of actions, or damages which may be sought or assessed against the program or the personnel by reason of any claim or demand or suit brought by my estate or by my [our] heirs or children as a result of any claimed injuries to me [us] or as the result of any claimed interference with the relationship of parent and child. I [We] agree to indemnify the program and its personnel against all costs, fees, including attorney fees, damages and expenses of any kind by reason of any claims or suits brought or threatened as aforesaid.

**5. Language for the Presence of Automated External Defibrillators (AEDs) and Personnel Trained/Certified in CPR.** It is my understanding that the facility has installed automated external defibrillators (AEDs) within the facility for potential use in the provision of emergency response to individuals within the facility needing same, including, potentially, me. To the extent necessary, I hereby consent to the use of such a device on me. It is also my understanding that the facility has individuals trained/certified in cardiopulmonary resuscitation (CPR) on site at all operational hours. I hereby consent to their use of CPR on me in the event of need.

**6. Language for the Absence of Automated External Defibrillators (AEDs) and Personnel Trained/Certified in CPR.** It is my understanding and I have been informed that this facility has not installed automated external defibrillators (AEDs) to use in the event of emergency. Instead the facility personnel have told me that they rely upon public emergency medical services (EMS) to provide emergency response service in the event of need. It is my understanding that such response is not as timely as that which might otherwise be provided if an AED were on the premises and used in the event

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\* Such a clause would probably not be valid in a medical setting and may not be enforceable generally in some states.

of need. Despite the fact that any AED is not present on the premises and available for use, I hereby determine to proceed to engage in exercise activity at the facility, fully knowing and appreciating the potential risk arising from the lack of an AED on the premises should I suffer an event which would be responsive to the use of such a device. I understand that the risks include the possibility of death.

It is my understanding and I have been informed that this facility does not have personnel on the premises (or at all operational times) who are trained in cardiopulmonary resuscitation (CPR). As a consequence, I realize that if I should suffer some event that would be responsive to CPR that such response will not be forthcoming. I realize and have been told that the facility relies on public emergency medical services (EMS) for responding to those emergency events that might need emergency response. I realize that EMS response times will be longer than if CPR was available on site. Knowing and appreciating such facts and risks, I have determined to engage in activity on the facility premises in any event. I understand that the risks include the possibility of death.

**7. Lack of Supervision/Lack of Emergency Medical Service (EMS) Response.** I realize and have been told by program personnel that if I choose to engage in program activities during periods when the facility is not supervised or monitored, that there will be a total inability for anyone to be summoned from on or off the premises of the facility to provide any emergency response to me if I am in need. Realizing that exercise activities in unsupervised/unmonitored settings increase the risks to me related to emergency response, I have determined to engage in such activity anyway without supervision and/or monitoring and assume the additional risks related thereto including the possibility of death.

**8. Theft Release Language.** The program, the facility and its agents shall not be responsible for properties or articles which are damaged, lost or stolen in or about the facility, or for the loss or damage to any property including but not limited to automobiles and the contents thereof.

**9. Follow Up Opportunities.** There is a possibility that information revealed during this health assessment may make you aware of physical and emotional challenges you are facing. For assistance with such concerns, [Your Company] offers the following resources: [list here]. Your HRA and/or health screening results may also make you eligible for additional health improvement interventions such as: [tobacco cessation, weight management, and diabetes education programs].

**10. Wellness Coaching.**

Wellness coaching will be strongly recommended for [all participants/participants who receive high-risk scores and/or have positive answers to certain questions in their HRA report]. These participants will be advised to schedule an appointment to review their results and receive assistance from a wellness coach. [Your Company] will contact these participants by [method of contact] if a wellness coaching appointment has not been scheduled within [5-10] business days of receiving the health assessment results. Wellness coaching fees are the responsibility of [the participant/Your Company].