

## **ABOH Program Participant Agreement: PART 1 Transportation Program. (2021/22) \*Signature required**

*COVID-19 Safety Protocol: Until further notice patients are required to complete a COVID self-checker prior to accepting a ride: Call 952-456-2845 if you would like a copy of the self-checker sent to you.*  
<https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/coronavirus-self-checker.html>

Welcome to A Breath of Hope Lung Foundation's Transportation Program. A Breath of Hope Lung Foundation (ABOH) is happy to assist with your medical and support group transportation needs. Please note that ABOH conducts a background check and reviews driving records for volunteer drivers and companions. To better serve you, we ask that you please adhere to the following procedures and expectations:

### **PROGRAM REQUIREMENTS:**

#### **To be eligible participants MUST:**

- Be a lung cancer patient at a partner hospital (program currently offered in the Twin Cities, Minnesota).
- Be ambulatory (the use of cane or walker is acceptable, but volunteer drivers cannot assist clients using wheelchairs).
- Understand that our transportation program is a supplemental driving service.
- Transportation is for treatment, medical appointments, or a support group meeting. (May include Pharmacy pick up)
- Be on time for selected pick up time.
- Contact ABOH staff if volunteer has not arrived for a scheduled ride.
- Inform ABOH staff of any cancellations or changes at least two days before the appointment if possible. To ensure a successful program, please minimize cancellations.
- Understand that three non-emergency related cancellations will result in a three-month probationary period in which we will not be able to provide driving services to you.
- Always wear a seat belt when seated in the volunteer driver's car.
- All rides are subject to driver availability.
- Patients may receive up to twenty rides annually.
- If a patient has continued transportation needs after their first 20 rides in one calendar year, reach out to ABOH staff to request extended services or assistance in seeking alternative transportation services.

**Scheduling Procedures:**

To place a ride request, please call the Patient and Family Program Manager at 952-456-2845 or email Jill at [jill@abreathofhope.org](mailto:jill@abreathofhope.org). Staff will return your call or email within 24 business hours.

- Ride requests made five days or more in advance of the medical appointment allow adequate time to coordinate a volunteer driver for your ride.
- Patients will receive a confirmation call when a volunteer driver is found.
- Do not assume you have a ride until the ABOH staff confirms. If a volunteer driver cannot be found for a requested ride, you will be notified 24 hours before your scheduled appointment.
- Volunteer drivers will call you to confirm pick up details the day before the ride.

Note: If you feel uncomfortable with your volunteer driver or have a complaint about their driving, please contact the ABOH at 952-405-9201. A patient has the right to ask the volunteer to return them to their home at any time. Patients are invited to bring one caregiver to appointments if they wish.

By my signature below, I indicate that I have read carefully and understand this agreement and that I agree to its terms and conditions.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Caregiver Signature \_\_\_\_\_ Date \_\_\_\_\_ (if applicable)

**Thank you for participating in the ABOH programs. Contact Jill Tigner at 952-456-2845 or [jill@abreathofhope.org](mailto:jill@abreathofhope.org) with questions.**

**Please provide the following information:**

1. Patient first and last name: \_\_\_\_\_
2. Email: \_\_\_\_\_
3. Patient Phone number: \_\_\_\_\_ Cell/Home
4. Patient Address: \_\_\_\_\_
5. Caregiver first and last name: \_\_\_\_\_
6. Caregiver signature: \_\_\_\_\_
7. Caregiver phone number: \_\_\_\_\_ Cell/Home
8. Caregiver email: \_\_\_\_\_
9. Date of first appointment: \_\_\_\_\_
10. Time of appointment: \_\_\_\_\_
11. Name of medical facility: \_\_\_\_\_
12. Address of medical facility: \_\_\_\_\_
13. Doctor or Social worker 's name: \_\_\_\_\_
14. Expected length of appointment: \_\_\_\_\_
15. Will your caregiver ride with you to and from appointments? Yes/ No/Maybe

16. Please add additional information:

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**Thank you for participating in the ABOH programs. Contact Jill Tigner at 952-456-2845 or [jill@abreathofhope.org](mailto:jill@abreathofhope.org) with questions.**

## **ABOH Program Participant Accident Waiver/release of Liability: PART 2 -Transportation Program (2021/22)**

### **\*Signature required**

COVID-19 Safety Information: While participating in programs sponsored by A Breath of Hope Lung Foundation, (“ABOH”) “social distancing” must be practiced and face coverings worn at all times to reduce the risks of exposure to COVID-19. Because COVID-19 is extremely contagious and is spread mainly from person-to- person contact, ABOH has put in place preventative measures to reduce the spread of COVID-19. However, ABOH cannot guarantee that its program participants or volunteers will not become infected with COVID-19.

Considering the ongoing spread of COVID-19, individuals who fall within any of the categories below should not engage in ABOH in-person programs, events and/or other face to face activities. By participating in an ABOH program, you certify that you do not fall into any of the following categories:

1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath, among others.
2. Individuals who have traveled at any point in the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID- 19; or
3. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

Duty to Self-Monitor: Program participants and volunteers agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and contact Jill at 952-456-2845 or in writing to [jill@abreathofhope.org](mailto:jill@abreathofhope.org) if he/she experiences symptoms of COVID-19 within 14 days after participating or volunteering with ABOH.

Liability Waiver and Release of Claims: I acknowledge that I derive personal satisfaction and a benefit by virtue of my participation with ABOH, and I willingly engage in ABOH programming and/or events (the “Activity”).

Release and Waiver: I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST A BREATH OF HOPE LUNG FOUNDATION AND ITS AFFILIATED PARTNERS AND SPONSORS, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS (THE “RELEASED PARTIES”), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY PARTICIPATION WITH THE ACTIVITY.

Assumption of the Risk: I acknowledge and understand the following:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist.
2. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties; and
3. I hereby knowingly assume the risk of injury, harm and loss associated with the Activity, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

Medical Acknowledgment and Release: I acknowledge the health risks associated with the Activity, including but not limited to transient dizziness, lightheaded, fainting, nausea, muscle cramping, musculoskeletal injury, joint pains, sprains and strains, heart attack, stroke, or sudden death. I agree that if I experience any of these or any other symptoms during the Activity, I will discontinue my participation immediately and seek appropriate medical attention. I DO HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES FROM ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY FIRST AID, TREATMENT, OR SERVICE RENDERED IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY.

# A BREATH of HOPE

L U N G F O U N D A T I O N

As a participant, volunteer, or attendee, you recognize that your participation, involvement and/or attendance at any ABOH activity ("Activity") is voluntary and may result in personal injury (including death) and/or property damage. By attending, observing or participating in the Activity, you acknowledge and assume all risks and dangers associated with your participation and/or attendance at the Activity, and You agree that: (a) the ABOH (b) the property or site owner of the Activity, and (c) all past, present and future affiliates, successors, assigns, employees, volunteers, vendors, partners, directors, and officers, of such entities (subsections (a) through (c), collectively, the "Released Parties"), will not be responsible for any personal injury (including death), property damage, or other loss suffered as a result of your participation in, attendance at, and/or observation of the Activity, regardless if any such injuries or losses are caused by the negligence of any of the Released Parties (collectively, the "Released Claims"). BY ATTENDING AND/OR PARTICIPATING IN THE ACTIVITY, YOU ARE DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

PLEASE READ CAREFULLY:

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH RECEIVING CAR RIDES AND MENTORING FROM A Breath of Hope volunteers, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the DRIVERS/persons or entities being released from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that there are no health-related reasons or problems which preclude my ACCEPTING RIDES OR MENTORING from A Breath of Hope volunteer drivers. I acknowledge that this Accident Waiver and Release of Liability Form will be used by a Breath of Hope Lung Foundation (ABOH), its volunteers, sponsors, and organizers of the activity in which I may participate, and that it will govern my actions and responsibilities at said activity.

In consideration of my application and permitting me to participate in this activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

- A. I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this activity, THE FOLLOWING ENTITIES OR PERSONS: The A Breath of Hope Lung Foundation, (ABOH) and/or their directors, officers, employees, volunteers, representatives, and agents, and the activity holders, sponsors, volunteers and any health care facility from which I am traveling to and from, including said facility's directors, officers, employees, volunteers, representatives, and agents;
- B. INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of release or otherwise.
- C. I acknowledge that ABOH and the healthcare facility from which I am traveling to or from, their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.
- D. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.

The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

Participant Signature \_\_\_\_\_ Date \_\_\_\_\_

Caregiver Signature \_\_\_\_\_ Date \_\_\_\_\_

**Thank you for participating in the ABOH programs. Contact Jill Tigner at 952-456-2845 or [jill@abreathofhope.org](mailto:jill@abreathofhope.org) with questions.**