

## COVID-19 TESTING PATIENT CONSENT

### 1. Affirmations.

- (a) I promise to socially isolate in accordance with CDC guidelines until I receive my testing results.
- (b) I promise that, if I receive a positive test result, I will immediately depart the premises to avoid risking transmission to other people.
- (c) I agree to fully comply with the instructions I will be given during the testing procedure, as well as any applicable laws, rules and regulations regarding participation in this testing procedure.

### 2. Risks and Consent.

- (a) I understand that I am to receive testing for COVID-19 and I voluntarily agree to permit Lookout Health Corp. ("Lookout Health") or a third-party provider to conduct such testing. I have had an opportunity to review the applicable fact sheet on the COVID-19 test to be administered and have been informed of the potential risks and discomforts associated with the test and the administration process. I fully understand and acknowledge that the test and testing process have potential risks associated with them, such as possible discomfort and other complications that may occur during sample collection. I further understand and acknowledge that no test is 100% accurate and results can be dependent on many factors, including the background accuracy of the test, the method of testing, and the timing between exposure to COVID-19 and testing. In addition, I acknowledge that this test may not have been authorized by the FDA to detect COVID-19 in people without symptoms; thus, if I am asymptomatic but have recently contracted COVID-19, this test may not identify me as having COVID-19. I recognize that even if I have a negative result now, I may nonetheless be positive for COVID-19 and that I can still contract COVID-19 in the future.
- (b) I acknowledge that the COVID-19 tests used by Lookout Health are manufactured by third parties and are authorized by the FDA under an Emergency Use Authorization for use by authorized laboratories during the current SARS-CoV-2 virus public health emergency; that these tests have not been cleared or approved by the FDA; that FDA may withdraw or revise an Emergency Use Authorization at any time; that these tests can produce either false positive or false negative results; and that negative results should be treated as presumptive, do not rule out a COVID-19 infection, and should not be used as the sole basis for infection control decisions. I therefore agree to comply with all applicable legally required and appropriate practices that limit the risk of spreading COVID-19, such as social distancing, hand sanitation, and the wearing of masks.
- (c) Once I receive my results, I understand that I may need to discuss them with my healthcare provider for further guidance. Testing does not replace treatment by my medical provider. I assume complete and full responsibility to take appropriate

action regarding my test results. Administering the test does not create a patient/physician relationship between me and Lookout Health or any of its employees, nor does it obligate Lookout Health or its staff to perform any other care or treatment for me. I agree I will seek medical advice, care and treatment from my medical provider if I have questions or concerns, or if my condition worsens.

- (d) I acknowledge that I am voluntarily receiving testing with knowledge of the risks involved and the limitations of testing. I hereby consent to having testing performed on me by Lookout Health or its affiliates or assignees to determine whether I have a current infection of COVID-19.
- (e) I further agree to accept and assume all risks of personal injury, illness, disability, economic loss, property damage, and death related to COVID-19 or otherwise arising from the administration of testing services to me, whether caused by the negligence of Lookout Health, its subcontractors, or otherwise.
- (f) I acknowledge that, unless a third party such as my employer or an event host has agreed to pay for my testing, I will be financially responsible for any fees and costs associated with the testing. I understand that Lookout Health is an out-of-network provider and doesn't insure testing, that any insurance coverage would be through my personal insurance plan, that Lookout Health has no responsibility for the costs of testing or any copayments, deductibles or similar costs, and that Lookout Health is not, unless otherwise specifically agreed, responsible for submitting claims to or billing any personal insurance plan. I understand that my health plan may not cover all or any of the cost of testing and it is my responsibility to know this information.
- (g) I hereby consent to having my test results delivered to me by electronic mail and text message as well as having them disclosed to my employer or such other person or entity that has contracted with Lookout Health to perform my testing. In addition, I understand that there may be a legal requirement for Lookout Health and/or its subcontractors to report test results to the state health department or other local, county, state or federal agencies, that they will do so where required by law, and that I consent to the disclosure of my results in accordance with applicable law.

**3. Waiver of Liability and Indemnification.** To the fullest extent permitted by law, I hereby waive and release any potential claims of any nature, now known or hereinafter known, I may have against Lookout Health, its agents, officers, directors, advisors, shareholders, affiliates, employees and third party service providers (collectively, "Lookout Health Affiliates"), agree to indemnify and hold Lookout Health Affiliates harmless from and against any liabilities (including reasonable attorneys' fees and costs) and damages of any kind, which in any manner relate to the provision of the testing services provided to me, and covenant not to make or bring any such claim against Lookout Health Affiliates. I AGREE THAT LOOKOUT HEALTH AFFILIATES SHALL NOT BE LIABLE FOR ANY FALSE POSITIVE RESULTS, FALSE NEGATIVE RESULTS, ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER INFORMATION, SERVICES OR PRODUCTS THAT I OBTAIN THROUGH THIS TESTING SERVICE. Notwithstanding the foregoing, I understand

that this waiver and release does not apply with respect to claims that cannot be released as a matter of applicable law or policy.

4. **Privacy Rights.** Lookout Health shall maintain your privacy rights in accordance with the applicable provisions of the U.S. Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), applicable state laws, and the practices described in the Lookout Health Online Privacy Statement posted at [www.lookouthealth.com](http://www.lookouthealth.com).
5. **Miscellaneous Terms.** This document shall be construed to provide my consent, waiver of liability and indemnification to the maximum extent permissible under applicable law and shall be binding upon and inure to the benefit of my heirs, estate, successors and assigns. If any term or provision of this agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This agreement is binding on and shall inure to the benefit of Lookout Health and me and our respective successors, heirs and assigns.