



PATIENT CONSENT AND RELEASE FORM

Please read the following carefully then sign below. This is an important legal document explaining your relationship with H-E-B should you choose to become a Health and Wellness patient.

CONSENT

I hereby consent to receiving Health and Wellness services (the "Services") from or participating in a Health and Wellness program (a "Program") provided by H-E-B, LP ("H-E-B"). I certify that I am at least eighteen years of age and have the right to contract in my own name.

If the patient is a minor child, I certify that I am the parent or legal guardian thereof, that I agree and consent to the contents of this document on behalf of myself and such minor child, and that I hereby grant permission for the minor child to receive Services from or participate in a Program provided by H-E-B.

I agree that the laws of the State of Texas will govern this document. I understand that no exchanges or refunds will be provided unless requested at least 24 hours prior to an appointment, and that a \$30 no-show fee will be charged to me if I miss an appointment or fail to cancel at least 24 hours prior.

I understand that any Protected Health Information ("PHI") I provide H-E-B will only be used or disclosed by H-E-B in accordance with H-E-B Retail Health Care Services Notice of Privacy Practice. By signing below, I acknowledge receipt of such HIPAA Notices of Privacy Practices and consent to the uses and disclosures of PHI described therein.

NOT A SUBSTITUTE FOR A PHYSICIAN

I understand that H-E-B's Health and Wellness service providers are not physicians trained to diagnose and treat medical problems. I acknowledge that the Services and the Programs do not contain or constitute, and should not be interpreted as, medical advice or opinions substituting for the advice of a physician. I understand that my use of the Services or participation in a Program does not create a doctor-patient relationship between myself and H-E-B.

I understand that the information made available through the Services or a Program should not be relied upon when making medical decisions or to diagnose or treat a health condition. I understand that H-E-B will not be responsible or liable for any loss, harm, or damage resulting from my or anyone else's reliance on such information under any circumstances.

I agree to consult my physician before using the Services or participating in a Program, particularly if I am at risk for problems resulting from exercise or changes in my diet. I agree to consult a physician if I require medical advice or services at any time. I agree to stop immediately if I feel dizzy, faint or have physical discomfort at any point during a Service or Program.

RELEASE, INDEMNITY AND DISCLAIMER

I KNOWINGLY, DELIBERATELY AND FREELY ASSUME ALL RISKS POTENTIALLY ASSOCIATED WITH USING THE SERVICES OR PARTICIPATING IN A PROGRAM, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, PERSONAL INJURY AND DEATH. IN CONSIDERATION OF MY RECEIVING THE SERVICES OR PARTICIPATING IN A PROGRAM, I, ON BEHALF OF MYSELF, MY PERSONAL REPRESENTATIVES AND MY HEIRS, HEREBY VOLUNTARILY AGREE TO RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, DEFEND AND INDEMNIFY H-E-B AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, REPRESENTATIVES, SUBLICENSEES, SUCCESSORS, AND ASSIGNS (THE "RELEASED PARTIES") FROM ANY AND ALL CLAIMS, ACTIONS OR LOSSES FOR BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, EMOTIONAL DISTRESS, LOSS OF SERVICES OR OTHER DAMAGES OR HARM, WHETHER TO MYSELF OR TO THIRD PARTIES, WHICH MAY RESULT FROM MY USE OF THE SERVICES AND/OR PARTICIPATION IN A PROGRAM, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE. THIS RELEASE AND INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY OR FORM OF ACTION.

THE SERVICES AND THE PROGRAMS ARE PROVIDED "AS IS" AND "AS PROVIDED." TO THE MAXIMUM EXTENT PERMITTED BY LAW, H-E-B EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PROGRAM OR THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. H-E-B DOES NOT WARRANT THAT THE SERVICES OR THE PROGRAMS WILL MEET YOUR REQUIREMENTS OR GOALS OR ACHIEVE ANY SPECIFIC RESULTS.

I have read this Consent and Release fully, understand its terms, and sign it freely and voluntarily.

(Signature of Patient or Parent/Legal Guardian)

Date: _____

(Printed Name of Patient or Parent/Legal Guardian)

If Parent/Legal Guardian Signing:

(Relationship to Minor Child)

(Printed Name of Child)