

# VINTAGE HEALTHCARE SERVICES

## DECLINATION OF HEPATITIS B VACCINATION, WAIVER, RELEASE OF ALL CLAIMS AND INDEMNITY AGREEMENT

Please read carefully as this is a legally binding document. Please understand that in refusing vaccination and signing this document you will be waiving and releasing on behalf of yourself, your spouse and your dependents all claims as a result of disease, death or for injuries, including but not limited to the aggravation of any pre-existing ailment or condition; disability and disfigurement; pain and suffering; medical care, treatment and services, lost earnings, profits and salaries; lost earning capacity; the reasonable expense of necessary help in the home; as well as any property damage that might be sustained arising directly or indirectly out of your refusal to receive the vaccinations.

### **Acknowledgement of Risk of Refusal to Receive Vaccinations Clause:**

I understand that due to occupational exposure to blood or other potentially infectious materials I may be at risk of acquiring Hepatitis B Virus (HBV) infection. I have been given the opportunity to be vaccinated with the Hepatitis B Vaccine when completing my pre-class medical work-up. However, I decline Hepatitis B Vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring Hepatitis B, a serious disease.

Appendix A to 29 CFR Parts 1910.1030  
Department of Labor – OSHA  
Occupational Exposure to Blood Borne Pathogens

### **Waiver of Claim for Injury Clause:**

I do hereby fully release, hold harmless, discharge and defend VINTAGE HEALTHCARE SERVICES, INC., as well as any and all of its officers agents, servants, employees, independent contractors and volunteers from any all claims as a result of disease, death or from injuries, including but not limited to the aggravation of any pre-existing ailment or condition; disability and disfigurement, pain and suffering; medical care, treatment and services; lost earnings, profits and salaries, lost earning capacity; the reasonable expense of necessary help in the home; as any and all property damage I, my spouse or my dependents might sustain arising directly or indirectly out of my refusal to participate in the above-captioned Hepatitis B Vaccination Program.

I have read and fully understand the Waiver, Release of All Claims and Indemnity Agreement. I understand that the terms hereof are contractual and are not a mere recital.

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Participant's Signature

Date

Print Name

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Witness Signature

Date