

Asthma Remediation Waiver of Liability

This form (“Waiver”) serves to waive the Health Plan of San Mateo (HPSM), its officers, employees, contractors, and personnel, of all liability for services rendered for the participating HPSM member (“Member”) pursuant to an authorization of CalAIM Community Support – Asthma Remediation, as defined by the Department of Health Care Services (DHCS) or the State of California.

The Member hereby agrees to the following provisions:

1.0 Owner and Member agree to hold HPSM harmless for any damages, including mental, medical, physical, property, or financial, that may occur pursuant to the scheduling, facilitation, destruction, construction, or installation of Asthma Remediation services.

1.1 Owner and Member agree to hold HPSM harmless for any breach of performance, or warranty, including express or implied warranties, workmanship, or otherwise that may be provided pursuant to Asthma Remediation services.

1.2 Owner and Member agree to hold HPSM harmless for any damages, including mental, physical, property, or financial, that may occur because of the maintenance, repair, or removal of modifications provided pursuant to Asthma Remediation services.

1.3 Owner and Member further agree that HPSM and DHCS are not responsible for the maintenance, repair, or removal of modifications provided pursuant to Asthma Remediation services.

2.0 Owner and Member agree to hold HPSM harmless for any subsequent changes to the program impacting the Asthma Remediation services, as required by the DHCS or the State of California.

By signing below, the Member or their appointed Guardian or Conservator hereby attests understanding and agreement to the above provisions effective on the date of signature.

Member’s Signature:

Date:

Guardian/Conservator’s Signature:

Date:

Property Owner Signature:

Date:
