

## LIABILITY FACT SHEET FOR *Let's Fight Flu Together!* PROGRAM

Flu Busters retains all liability for *Let's Fight Flu Together!* influenza vaccination clinics held at schools and other community-based settings. Schools and organizations hosting a clinic provided by Flu Busters can be added specifically to the company's insurance coverage and a certificate of insurance provided (upon request).

In the agreement between a *Let's Fight Flu Together!* host organization and Flu Busters the assumption of liability is delineated clearly. The following terms and conditions apply to the Flu Busters influenza vaccination clinics provided through the *Let's Fight Flu Together!* program.

- All individuals participating in the *Let's Fight Flu Together!* clinic are required to read and sign a Consent and Release Form prior to receiving immunizations. A copy of that form is available before services are provided and is also available for download on the *Let's Fight Flu Together!* website on the "Forms" page.
- Flu Busters maintains (at its sole expense), or requires clinic personnel to maintain, a valid policy of insurance evidencing general and professional liability coverage covering acts or omissions which may rise to liability for services provided at *Let's Fight Flu Together!* immunization clinics.
- Flu Busters agrees to indemnify and hold harmless the local host organization and venue of a *Let's Fight Flu Together!* immunization clinic for any and all claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorney's fees, costs and other expenses incurred by the host and/or venue on account of any activities conducted by Flu Busters. Flu Busters, the host organization, and the venue will promptly notify each other upon receipt of any claim or legal action arising out of activities conducted pursuant to the services provided at *Let's Fight Flu Together!* flu immunization clinics.

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### Complete Terms and Conditions

(also located at <http://pta.flubusters.net/contract.aspx>)

The following Terms and Conditions apply to the influenza vaccination clinics ("Immunization Clinics") operated by Care Dynamix, LLC d/b/a Flu Busters ("Flu Busters") at the request of a local unit of the National Parent Teacher Association or other supporting organizations ("Local PTA"):

1. Subject to the availability of the flu vaccine, Flu Busters will provide flu immunizations to the students and families of the Local PTA unit listed below at the mutually agreed upon times and location.
2. The Local PTA agrees to encourage all the students and families interested in participating in the Immunization Clinic to sign up via the Flu Busters website or via telephone at least eight (8) days in advance of the Immunization Clinic.
3. All individuals participating in the Immunization Clinic will be required to read and sign a Consent and Release Form prior to receiving immunizations. Flu Busters will provide a copy of the Consent and Release Forms prior to the time services are rendered.
4. Flu Busters will maintain (at its sole expense), or require the personnel it provides in accordance with these Terms and Conditions to maintain, a valid policy of insurance evidencing general and professional liability coverage covering acts or omissions which may rise to liability for services provided at Immunization Clinics.
5. Flu Busters agrees to indemnify and hold harmless the Local PTA for any and all claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorney's fees, costs and other expenses incurred by the Local PTA on account of any activities conducted by Flu Busters. Flu Busters and the Local PTA will promptly notify each other upon receipt of any claim or legal action arising out of activities conducted pursuant to the services provided at Immunization Clinics.
6. The Local PTA agrees that Flu Busters will be the exclusive provider of influenza vaccination clinics to the Local PTA unit for as long as the Royalty Agreement between Flu Busters and the National Parent Teacher Association ("Royalty Agreement") is effective. Accordingly, the Local PTA unit agrees not to enter into any agreement or contract with a person or entity other than Flu Busters or Flu Busters' designated affiliate or successor to provide influenza vaccination services to its students and families until such time as the Royalty Agreement is terminated.
7. Flu Busters' duty to conduct Immunization Clinics and provide immunizations is subject to the availability of the applicable vaccine. Should the applicable vaccine become unavailable, Flu Busters will not be required to provide immunizations. Furthermore, Flu Busters will have no liability to the Local PTA should the unavailability of the vaccine prevent Flu Busters from conducting the Immunization Clinics.
8. Notwithstanding Section 5 above, Flu Busters, its officers, employees and independent contractors are not responsible for illness associated with, allergic or physical or adverse reaction(s) to, or injuries resulting from or arising out of the administration of the applicable vaccine to individuals at Immunization Clinics. Flu Busters makes no representations or warranties whatsoever that the administration of the applicable vaccine will result in a lower absentee rate or prevent individuals from developing the targeted illness or any other illness of any nature or kind whatsoever.
9. Flu Busters will not be conducting physical examinations of individual participants at the Immunization Clinics nor does Flu Busters assume any liability for classes or work missed by students or other individuals who might suffer from allergic or adverse reactions to the vaccination.
10. No physician/patient relationship exists between Flu Busters or its personnel and the Local PTA or the individual participants at the Immunization Clinic.
11. Flu Busters and the Local PTA are independent contractors, and nothing contained in these Terms and Conditions will be construed to create a partnership, joint venture, agency, or employment relationship between the parties.
12. These Terms and Conditions will be governed by and construed in accordance with the laws of the State of Georgia. The Local PTA consents to the exclusive jurisdiction of the federal and state courts sitting in or having jurisdiction over cases arising in the State of Georgia, Fulton County, and to venue therein, with respect to all disputes arising hereunder, and the Local PTA waives any defense to lack of jurisdiction or venue with respect to any proceeding therein.