Indemnity Waiver Form

HOW TO USE THIS FORM

Complete every field before the patient signs. The patient initials each risk section as it is explained, then signs section 9. Have the treating clinician countersign, and file the signed copy in the patient record. Ask a qualified attorney in your jurisdiction to review the wording before you put this form into routine use.

Form reference: _____ **Date completed:** _____ dd / mm / yyyy

1. PARTIES TO THIS AGREEMENT

Name the practice, the treating clinician and the patient in full. This establishes who is indemnified and who is giving the indemnity.

Practice legal name: _____ **Practice address:** _____

Treating clinician: _____ **License or registration number:** _____

Patient full name: _____ **Date of birth:** _____ dd / mm / yyyy

Record or MRN number: _____ **Patient email and telephone:** _____

2. PROCEDURE OR SERVICE COVERED BY THIS WAIVER

Name the procedure exactly. A waiver that covers "any treatment" is far harder to enforce than one that names what was actually done.

Procedure or service: _____ **Proposed date:** _____ dd / mm / yyyy

Treatment area or site: _____ **Product, device or drug used:** _____

Number of sessions covered: _____ **Waiver valid until:** _____ dd / mm / yyyy

What the procedure involves, as explained to the patient

3. RISKS AND COMPLICATIONS DISCLOSED

Tick each item as it is explained and ask the patient to initial the box beside it. Write the procedure-specific complications into the space below.

DISCLOSURE	PATIENT INITIALS
☐ Common side effects, how they usually present and how long they last	
☐ Uncommon but serious complications specific to this procedure	
☐ The result cannot be guaranteed, and a further procedure may be needed	
☐ Recovery period, activity restrictions and aftercare responsibilities	
☐ Who to contact, and how quickly, if a complication develops	
☐ Alternative treatments, and the option of having no treatment at all	

Procedure-specific complications discussed with this patient

4. ASSUMPTION OF RISK

The patient confirms that the risks are inherent to the procedure and that they accept them voluntarily.

I have read section 3 and I have had the opportunity to ask questions about it. I understand that the procedure named in section 2 carries risks that cannot be removed, even when the procedure is performed to a proper professional standard.

I accept those risks voluntarily. No one has pressured me into signing, and I have been given time to consider the procedure. I understand that no outcome has been promised or guaranteed to me.

I confirm that I have disclosed my relevant medical history, medications, allergies and previous treatments, and that the information I have given is accurate.

Patient initials _____

5. INDEMNITY AND RELEASE

This is the operative wording. It combines a release, which waives the right to sue for ordinary negligence, with an indemnity, which shifts defense costs. Both are limited by section 6.

Release. I, _____ (the patient named in section 1), release the practice named in section 1, together with its owners, employees and contracted practitioners, from any claim arising out of the risks and complications disclosed to me in section 3 of this form.

Indemnity. I agree to indemnify and hold harmless the practice and its practitioners against any loss, cost or expense, including reasonable legal fees, that arises from a claim I bring in breach of the release above. The same applies to any claim that arises because I withheld or misstated information during screening.

Scope. This release and indemnity cover only the procedure named in section 2, on the dates recorded there. They do not extend to any other treatment, and they do not survive the expiry date recorded in section 2.

Aftercare. I agree to follow the aftercare instructions I have been given, and to report any complication promptly. I understand that ignoring aftercare advice may affect my result.

Patient initials _____

6. EXCLUSION OF GROSS NEGLIGENCE

Keep this section in the signed form. Most courts void a waiver that tries to excuse gross negligence, and an exclusion like this one helps the rest of the form survive.

Nothing in section 5 releases the practice or any practitioner from liability for gross negligence, recklessness, willful misconduct, intentional harm, fraud, or any act that the law of the jurisdiction named in section 7 does not permit to be waived.

My right to bring a claim for any of those acts is unaffected by this form. If a court finds any part of this form unenforceable, the remaining sections continue to apply.

Patient initials _____

7. GOVERNING LAW AND JURISDICTION

Name one governing law and one court. Waiver rules differ sharply between states and countries, so this decides which test the form is judged against.

Governing law (state or country): _____

Courts for disputes: _____ **Dispute resolution:** _____

Patient initials _____

8. PHOTOGRAPHY AND RECORDS

Clinical photography and marketing use are separate permissions. Record them separately so consent for one is never read as consent for the other.

- ☐ I agree to clinical photographs being taken and kept in my medical record.
- ☐ I agree to anonymized photographs being used for teaching or marketing.
- ☐ I decline marketing use, and I understand this does not affect my treatment.

Interpreter or advocate present: _____ **Cooling-off period given:** _____

I confirm that I have read this form in full, that the procedure and its risks were explained to me in language I understand, and that my questions were answered.

I understand that I may withdraw my consent at any time before the procedure begins, and that doing so will not affect my future care.

9. SIGNATURES

Patient signature and date

Print name: _____

Treating clinician signature and date

Print name and role: _____

Complete the panel below only where the patient is under 18 or lacks capacity to consent. A waiver signed by a minor is generally unenforceable, so a parent or guardian signs instead.

Parent or guardian signature and date

Relationship to patient: _____

Witness signature and date, where required

Print name: _____

10. FILING AND RETENTION (PRACTICE USE ONLY)

Record where the signed form is stored and how long it is kept. Retention periods are set by your state and by your malpractice insurer, so check both before you set the review date.

Stored in (record or system reference): _____

Form version used: _____ **Retention review date:** _____ dd / mm / yyyy

Filed by: _____ **Date filed:** _____ dd / mm / yyyy