

## **Lilly COVID-19 Testing Program Release Form**

Eli Lilly and Company (“Lilly”) is providing certain sample collection, diagnostic testing, and reporting services in conjunction with COVID-19 (the “Testing Program”) as a screening service to its employees and members of the community determined by Lilly to be eligible for testing. Lilly is undertaking this Testing Program in response to and in partnership with the Indiana State Department of Health (“ISDH”). Because COVID-19 testing is relatively new, there are still many unknowns about the virus and testing for the virus. The Testing Program is intended to give eligible employees and community members information for use in determining whether they should seek additional medical treatment and/or take other actions, such as self-quarantine or self-isolate, in an effort to prevent the potential spread of the virus to others. The Testing Program is not intended to, and does not, provide medical advice, and you are urged to seek medical advice from your physician.

There are risks inherent in the Testing Program and in any COVID-19 testing. Before continuing in the Testing Program, you should consider the following:

- If you are having trouble breathing or are suffering severe distress, you should call 911 or go to your nearest emergency room.
- There are still many uncertainties about the transmission of COVID-19. Lilly has incorporated into the Testing Program common medical practices and reasonable safeguards designed to, among other things, prevent transmission of the virus based on current understandings of the virus and how it is transmitted. However, Lilly cannot guarantee your health or that you will not become infected with COVID-19 during or as a result of your participation in the Testing Program.
- The sample you provide will be tested as described above so that Lilly may share results with you, in part, to prevent the potential spread of the virus to others. In addition, your sample may be re-tested one or multiple times in conjunction with efforts relating to COVID-19, including for research, scientific, public health, or related purposes and information regarding such testing may be published in connection with these efforts; provided, however, that (except as described herein) we will not publish information that allows identification of your specific identify.
- The COVID-19 testing is not 100% reliable, and there is a possibility that the test will indicate you have been infected with COVID-19 when you have not been (a “false positive”) or that you have not been infected with COVID-19 when you have been (a “false negative”).
- If your test result is positive, Lilly may be required by law to report that result to certain public health agencies, including the Indiana State Department of Health and the Centers for Disease Control and Prevention. In addition, the information you share may be used and disclosed consistent with the Notice of Privacy Practices provided to you.
- Lilly has incorporated into the Testing Program reasonable safeguards designed to protect the confidentiality of your health information. However, Lilly cannot guarantee that your information will remain confidential; it is possible that it could inadvertently be disclosed to others.
- Lilly cannot provide treatment for COVID-19 or your symptoms and is not providing you with medical advice. You are and will remain responsible for seeking appropriate

treatment based on the results of your test. It also is possible that your physician or other health care professional may want to conduct a second test.

If, after considering this information, you want to participate in the Testing Program, please read the release and indemnification provision below and sign this document to acknowledge that you understand and agree to all of its terms.

I have been informed of the risks inherent in participating in the “Testing Program” sponsored by Lilly. I nevertheless wish to participate in the Testing Program, and in consideration of being allowed to participate in the Testing Program, I hereby release, discharge, and covenant not to sue Lilly, its subsidiaries and affiliates, and/or all of their present or former representatives, administrators, officers, employees, volunteers, agents, sponsors, directors, shareholders, partners, predecessors, successors, purchasers, and assigns, or any other persons whom I may claim to be responsible for any alleged damages, and, if applicable, owners and lessors of premises on which the Testing Program takes place, (each considered a “Releasee”) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the actions of the Releasees, in negligence or otherwise, to the fullest extent permitted by law. I understand that I have given up substantial rights by agreeing to these terms and have done so freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law. Furthermore, if any portion of this release is held to be invalid, the remainder of shall continue in full force and effect. This agreement shall be governed by and construed in accordance with the laws of the State of Indiana. If any action is brought to enforce this agreement, I consent to the jurisdiction and venue of the courts in Marion County, Indiana.

In addition, I acknowledge that should I review and sign this agreement electronically (rather than in hardcopy), my electronic signature will have the same legal effect as a handwritten signature.

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Name (please print)

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Date

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Patient Signature

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Personal Representative Signature  
(required if subject is under 18 years of age)

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Description of Relationship to Patient