

RBNY Academy, Inc. NOTICE AND CONSENT FORM
Laboratory Testing

For purposes of promoting a safe environment, RBNY Academy, Inc. (“**New York Red Bulls Academy**”) has instituted a COVID-19 Testing Program (the “**Testing Program**”) involving the administration of COVID-19 testing by independent clinical laboratories, the collection of related information about Testing Program participants, and related activities involved in communicable disease prevention, control, and containment.

COVID-19 diagnostic testing is designed to test whether an individual currently is infected with the COVID-19 virus. Some test methodologies are more accurate than others in detecting the COVID-19 virus. Testing by molecular reverse transcription-polymerase chain reaction diagnostic testing generally is more accurate in the detection of the COVID-19 virus than point of care diagnostic tests. A negative result from a diagnostic COVID-19 test does not rule out COVID-19 infection, particularly if the individual has been in contact with the COVID-19 virus. In addition, there is a potential for false positive or false negative test results. Potential risks of COVID-19 testing include possible discomfort and other complications that can occur during specimen collection, such as bleeding, bruising or a small risk of infection. Tests furnished under the Testing Program are paid for by New York Red Bulls Academy and are provided without charge to Testing Program participants.

Participating in the Testing Program also requires the collection, use and disclosure of certain of your personal information (including personal health information), and permissions for this are addressed in a separate Testing Program form which must also be signed in order to participate in the Testing Program (such form is the New York Red Bulls Academy Health Information Authorization - Testing).

Participation in the Testing Program is voluntary, but if you do not consent to participate, you will not be permitted to enter New York Red Bulls Academy sites, and if you are employed by New York Red Bulls Academy, you will be prohibited from participating in your job functions that require your attendance at New York Red Bulls Academy sites.

Participation in the Testing Program requires specifically consenting to the following:

1. Independent clinical laboratories that provide Testing Program services (“**Laboratories**”) will provide or arrange for specimen collection from participants and will test specimens and provide testing results to New York Red Bulls Academy. If a participant has a positive test result, New York Red Bulls Academy will contact the participant.
2. Laboratories are not physicians, and participants will not have a physician-patient relationship with Laboratories.
3. New York Red Bulls Academy is not acting as any participant’s medical provider, and this testing does not replace treatment by a participant’s medical provider. Participants assume complete and full responsibility to take appropriate action about their test results, and agree to seek medical advice, care and treatment from their medical provider if they have questions or concerns, or for any symptoms or illness.
4. There is the potential for a false positive or false negative COVID-19 test result.
5. If a participant receives a positive test result, the participant may be subject to restrictions, including restrictions on access to New York Red Bulls Academy sites, in addition to any requirements mandated by local public health authorities.

I have read and fully understand this Notice and Consent form. I have had the opportunity to ask questions and have my questions answered. The risks, benefits, and alternatives to participating in the Testing Program have been discussed with me in a manner that I understand, and my questions have been answered to my satisfaction. I hereby consent to participate in the Testing Program, and certify that my consent has been made freely, voluntarily, and without coercion:

Date

Print First and Last Name

Signature

Address

Telephone Number

Date

Parent/Guardian Print First and Last Name

Parent/Guardian Signature

Parent/Guardian Address

Parent/Guardian Telephone Number

Date

Parent/Guardian Print First and Last Name

Parent/Guardian Signature

Parent/Guardian Address

Parent/Guardian Telephone Number

If you have any questions regarding participating in the Testing Program, please contact New York Red Bulls Academy at training@newyorkredbulls.com or call 1-888-370-7287.

You will be provided with a copy of this executed form upon request.

Privacy Notice. New York Red Bulls Academy collects personal information, including contact and health information, in connection with temperature checks, health symptom and exposure assessments, and other activities related to maintaining a safe work environment. In addition, the New York Red Bulls Academy may receive test results and other personal information from diagnostic testing providers with your authorization, as described above in this Consent Form. The New York Red Bulls Academy uses this information to determine, as applicable, your eligibility to visit and remain on-site, New York Red Bulls Academy or other related location, and for other functions related to communicable disease prevention, control, and containment, including regarding alerting others of possible exposure to the virus that causes COVID-19 and other activities related to maintaining and operating a safe environment and complying with law.

New York Red Bulls Academy HEALTH INFORMATION AUTHORIZATION
Testing

For purposes of promoting a safe environment, I, the undersigned, acknowledge that RBNY Academy, Inc. (“New York Red Bulls Academy”) has instituted certain COVID-19 testing (the “**Testing Program**”). The Testing Program involves the administration of clinical laboratory testing by independent clinical laboratories, the collection of related information about Testing Program participants, and related activities involved in communicable disease prevention, control, and containment, for example, regarding alerting others of possible exposure to the virus that causes COVID-19, supporting the maintenance and operation of a safe environment for New York Red Bulls Academy community, and complying with laws.

1. Subject to the restrictions set forth herein: (a) clinical laboratories (including, without limitation, BioReference Laboratories, Inc.), physicians and other medical or health professionals or organizations, including, but not limited to those employed or engaged by New York Red Bulls Academy (“**Health Professionals**”), and (b) New York Red Bulls Academy are authorized to use and/or disclose Health Information (defined below) about me for purposes of the Testing Program and as required by law, including, without limitation, that clinical laboratories and other Health Professionals are authorized to disclose my Health Information to New York Red Bulls Academy for purpose of the Testing Program.

In this Authorization, “**Health Information**” is defined as personal, medical and/or health information about me collected in connection with the Testing Program, including, but not limited to, laboratory test results, medical or health questionnaire(s), and information relating to my identity (such as my name and address) and health status.

2. I understand that any Health Information that is disclosed pursuant to this Authorization may be subject to redisclosure and not protected by applicable law. Nothing herein shall be considered as a waiver of any rights to privacy or nondisclosure of information that I may otherwise have under any applicable law, or in connection with my employment, if any, with New York Red Bulls Academy.
3. I understand that any medical treatment that I shall require will not be conditioned upon whether or not I sign this Authorization, except that the COVID-19 Tests provided under the Testing Program is being provided specifically for the purpose of creating Health Information for disclosure to New York Red Bulls Academy, and will be withheld if I do not sign this Authorization.
4. This Authorization expires on January 1, 2022, unless sooner revoked in writing by me.
5. I understand that I have the right to revoke this Authorization at any time, but that my revocation will not be effective to the extent that anyone has already used or disclosed Health Information in reliance upon this Authorization. My revocation must be in writing and be sent to New York Red Bulls Academy at _____, and is effective upon confirmed receipt.
6. I understand that I have the right to obtain a copy of this signed Authorization. Please provide your request in writing to New York Red Bulls Academy at _____.

* * *

By signing below, I acknowledge that I have read and accept all of the above.

Date

Print First and Last Name

Signature

Address

Telephone Number

Date

Parent/Guardian Print First and Last Name

Parent/Guardian Signature

Parent/Guardian Address

Parent/Guardian Telephone Number

Date

Parent/Guardian Print First and Last Name

Parent/Guardian Signature

Parent/Guardian Address

Parent/Guardian Telephone Number