

SHADOWING RELEASE AND WAIVER OF LIABILITY

This SHADOWING RELEASE AND WAIVER OF LIABILITY (this "**Release**") is executed as of _____, 20__ by _____ ("I" or "**me**") in favor of City Hospital, Inc. *dba* Berkeley Medical Center, The Charles Town General Hospital *dba* Jefferson Medical Center, West Virginia University Medical Corporation *dba* University Health Associates East, and University Healthcare Foundation, Inc. *dba* WVU Hospitals East Foundation, each of which is a not-for-profit corporation organized and existing under the laws of the State of West Virginia, and its members, directors, officers, employees, volunteers, and agents (for purposes of this Release, known collectively as the "**Organization**").

I desire to participate in shadowing of the following individual associated with the Organization: _____, which may occur within one or more facilities of the Organization for purposes of engaging in activities related to shadowing (the "**Activities**"). I also understand that I will receive no compensation or remuneration for the Activities and will not be eligible for any employee benefits. I acknowledge that I am not an employee.

In exchange for being allowed to participate in the Activities and for other good and valuable consideration, the receipt and sufficiency of which I acknowledge, I hereby freely, voluntarily, and without duress execute this Release and agree to the following terms:

1. Compliance with Policies. I agree to comply with all applicable policies and procedures, training, and safety rules of the Organization, including but not limited to confidentiality and patient privacy policies. I will demonstrate behavior consistent with the mission, values, and vision of the Organization. I will follow the Organization's instructions in carrying out the Activities.

2. Assumption of Risk. I am aware and understand that the Activities may be inherently dangerous and may expose me to a variety of foreseen and unforeseen hazards and risks. I acknowledge that I am voluntarily participating in the Activities and have considered those risks. I hereby expressly and specifically assume such risks, including any and all risk of injury, harm, or loss that I may incur as a result of my participation in the Activities.

3. Medical Treatment. I hereby give consent and authority to the Organization to obtain medical treatment on my behalf if I am injured or require medical attention during my participation in the Activities. I understand and agree that I am solely responsible for all costs related to such medical treatment, medical transportation, and/or evacuation. I hereby release, forever discharge, and hold harmless the Organization from any claim whatsoever in connection with such treatment or other medical services.

4. Health Information. I represent that my following immunizations are up-to-date: purified protein derivative (PPD) within the last year (Tuberculosis skin test) and influenza immunization, which is required between October 1 and April 30. I will only participate in the Activities if I am free of infectious disease on the day of the Activities.

5. Confidentiality and Security Agreement. I have entered into WVU Medicine's Confidentiality and Security Agreement, which is attached hereto and incorporated herein.

6. Release and Waiver. I hereby fully and forever release and discharge the Organization from, and expressly waive, any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, that may arise from my participation in the Activities. I agree not to make or bring any such claim or demand against the Organization, and fully and forever release and discharge the Organization from liability under such claims or demands.

I UNDERSTAND THAT THIS RELEASE DISCHARGES THE ORGANIZATION FROM ANY LIABILITY OR CLAIM THAT I MAY HAVE AGAINST THE ORGANIZATION WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, OR PROPERTY LOSS THAT MAY RESULT FROM THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE ORGANIZATION OR OTHERWISE.

7. Insurance. I UNDERSTAND THAT THE ORGANIZATION DOES NOT ASSUME ANY RESPONSIBILITY FOR OR OBLIGATION TO PROVIDE FINANCIAL ASSISTANCE OR OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, OR DISABILITY INSURANCE OF ANY NATURE IN THE EVENT OF MY INJURY, ILLNESS, OR DEATH, OR DAMAGE TO OR LOSS OF MY PROPERTY.

I also understand that the Organization will not provide workers' compensation insurance for me. I expressly waive any claim for compensation or liability on the part of the Organization in the event of any injury or medical expense.

8. Indemnification. I hereby agree to indemnify, defend, and hold harmless the Organization from any and all claims, liability, losses, damages, judgments, or expenses, including attorneys' fees, that it may incur or sustain as a result of my negligence, recklessness, or intentional misconduct in connection with my participation in the Activities.

9. Photographic Release. I understand and agree that during the Activities, I may be photographed and/or videotaped by the Organization for internal and/or promotional use. I hereby grant and convey to the Organization all right, title, and interest, including but not limited to, any royalties, proceeds, or other benefits, in any and all such photographs or recordings, and consent to the Organization's use of my name, image, likeness, and voice in perpetuity, in any medium or format, for any publicity without further compensation or permission.

10. Miscellaneous. I hereby agree that this Release represents the full understanding between the Organization and me and supersedes all other prior agreements, understandings, representations, and warranties, both written and oral, between us, with respect to the subject matter hereof. If any term or provision of this Release shall be held to be invalid by any court of competent jurisdiction, that term or provision shall be deemed modified to the minimum extent necessary so as to be valid and enforceable to the full extent permitted. The invalidity of any such term or provision shall not otherwise affect the validity or enforceability of the remaining terms and provisions. This Release is binding on and inures to the benefit of the Organization and me and our respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. Section headings are for convenience of reference only and shall not define, modify, expand, or limit any of the terms of this Release.

11. Governing Law. I hereby agree that this Release is intended to be as broad and inclusive as permitted, and that this Release shall be governed by and interpreted in accordance with the laws of the State of West Virginia, without reference to any choice of law doctrine.

[SIGNATURE PAGE FOLLOWS]

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE ORGANIZATION.

Signature: _____

Name (please print): _____

Address: _____

Date: _____

EMERGENCY CONTACT INFORMATION

In case of an emergency, contact:

Name: _____

Relationship: _____

Address: _____

Telephone Number: _____

Email: _____

Any allergies, medications, or other information needed in an emergency:
