



University Health

OBSERVATION AGREEMENT AND RELEASE

In exchange for the opportunity to observe at facilities operated by the Bexar County Hospital District d/b/a University Health (“UH”), a political subdivision of the State of Texas, I (the “Observer”) agree to the following terms:

1. **Status.** I agree that I am observing solely for educational, civil, charitable or humanitarian purposes and that all activities within the scope of this agreement will be supervised by a Sponsor/Representative of UH.
2. **Compliance.** I agree to follow direction of the Sponsor and to abide by UH policies and procedures while participating in observation activities.
3. **Insurance.** I understand and agree that, as an Observer, I do not qualify for workers’ compensation benefits; and I shall carry personal medical insurance to cover medical expenses for any injury while engaging in activities at UH.
4. **Waiver, Release and Assumption of Risk.** I HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS AND FOREVER DISCHARGE UH, ITS STAFF AND EMPLOYEES FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, OR CAUSES OF ACTION THAT THAT I MAY HAVE AGAINST UH WITH RESPECT TO BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE THAT MAY RESULT FROM MY ACTIVITIES AS AN OBSERVER. I HEREBY EXPRESSLY ASSUME THE RISK OF INJURY OR HARM IN ANY AND ALL ACTIVITIES PERFORMED AS AN OBSERVER WHILE AT UH AND RELEASE UH FROM ALL LIABILITY FOR INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE RESULTING FROM ACTIVITIES AS AN OBSERVER.
5. **Confidentiality.** I understand and agree that patient privacy and confidentiality of patient-related information must be maintained at all times. Information of a confidential nature generally includes information related to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. Therefore, any reference to the identity, diagnosis and/or treatment of patients should never be disclosed to third parties or discussed in a forum where third parties may overhear or see the information. Further, individual departments have confidentiality requirements by which I also agree to abide. Generally, matters related to personnel, competitive procurement (purchasing) or items otherwise designated as proprietary or confidential constitute examples of things which must not be disclosed. I further agree not to copy, record or photograph anything or anyone while on UH premises.
6. **Photographic Release (If Applicable).** I grant and convey unto UH all right, title, and interest in any and all photographic images and video or audio recordings made by UH during my activities as a tour participant at UH, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
7. **Other.** I expressly agree that this document is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that this document shall be governed by and interpreted in accordance with the laws in the State of Texas. I agree that in the event that any clause or provision of this document shall be held to be invalid by any court of competent jurisdiction, the validity of such clause or provision shall not otherwise affect the remaining provisions of this document which shall continue to be enforceable.

Observation Begin Date: _____

Observation End Date: _____

By signing below, I express my understanding and intent to enter into this Observation Agreement and Release willingly and voluntarily.

Observer’s Name (please print)

Date

Observer’s Signature

Host Department Representative’s Name (please print)

Host Department Name

Host Department Representative’s Signature

Date