Indiana University Health

Observation Confidentiality Agreement and Release of Liability

This Confidentiality Agreement and Release of Liability ("Agreement") dated _____, 20____, is by and between _____(referred to as "Observer"), and Indiana University Health, Inc.

In consideration of Indiana University Health cooperating with Observer's experience during which Observer may access Indiana University Health patient care facilities, the Observer agrees to abide by the terms of this Agreement, specifically the following:

1. Patient Confidentiality
   - Observer agrees not to copy, download, disclose, communicate, nor use or collect any patient care information in any manner whatsoever.
   - The confidentiality of patient health information survives beyond the time that the Observer is participating in an Observation Experience at an Indiana University Health patient care facility.
   - Should the Observer breach the confidentiality of any patient, or participates in the inappropriate dissemination of or access to patient care information, which in turn can be shown to have caused IU Health damage, IU Health shall be entitled to receive from the Observer monetary damages in the amount of ten thousand dollars ($10,000).

2. Observer agrees to abide by IU Health's policies and procedures as explained by his/her IU Health staff shadow sponsor, including but not limited to those addressing proper attire and appropriate behavior within the patient care areas, as well as those addressing patients' rights and protected information.

3. IU Health's role in this observer's experience is to coordinate the logistics for the Observation Experience. The undersigned understands and hereby acknowledges that IU Health, its directors, officers, and employees, do not assume or accept any responsibility for those who participate in Observation Experiences. IU Health does not make any representations or warranties regarding the safety of this Observation. In consideration of being invited to participate in this Observation Experience, the undersigned acknowledges that he or she hereby releases and discharges IU Health, its employees and agents, and each of them from any and all claims, demands, rights, and causes of action of any kind which the undersigned may have for any personal injury, property damage, death, or disability, as a result of his or her participation in this Observation Experience.

The undersigned certifies that he or she has read this Release of Liability fully and understands its terms and content. The undersigned has had his or her questions answered and voluntarily signs below. The undersigned chooses to freely and willing participate in this Observation and understands that such participation is at his or her OWN RISK.

The signatures attest to the fact that Observer has read, understands and agrees to abide by the terms of this statement and Indiana University Health's policies on confidentiality of patient care information.

Observer:	**Minor Observer's Parent/Guardian:**	**Representative of Indiana University Health:**
Signature: _____	Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____	Printed Name: _____
Date: _____	Date: _____	Date: _____