22 South Greene Street Baltimore, MD 21201

Agreement Form

I, Dr. /Mr. /Ms.

(First name) (Middle Initial) (Last Name)

Of

(City) (State) (Country)

in consideration of participation in an observership at the University of Maryland Children's Hospital at the University of Maryland Medical Center, a health care facility owned and operated by the University of Maryland Medical System Corporation, do hereby agree that:

- 1. I agree that my observership will be from ______ to _____, and that it shall consist solely of observing the activities of the University of Maryland Children's Hospital. At the end of such period, I agree that my observership will cease and I will no longer be allowed access to observe at University of Maryland Children's Hospital. I also understand, acknowledge and agree that University of Maryland Children's Hospital is not in any way responsible for monitoring or ensuring my departure from the United States.
- 2. (For International Observers Only) I agree that I will obtain the necessary visa, B-1/B-2 or other temporary visitor status from the appropriate authorities for the purpose of participating in my Observership and I agree to maintain and comply with all the requirements of such status for the duration of the observership.
- 3. *I understand that my Observership is for Observation ONLY and does not allow any clinical participation. I will not be allowed to participate in patient care or contact, examination, surgery or other procedures during my Observership. I agree that my Observership is in no way an offer of/or employment by University of Maryland Children's Hospital and I will not receive, nor be allowed to receive any compensation, reimbursement or enumeration for my Observership and agree to release University of Maryland Children's Hospital from all claims related to such. Nothing contained in this Agreement is intended to create nor shall be deemed or construed to create any relationship between University of Maryland Children's Hospital and me other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither University of Maryland Children's Hospital nor I nor any of our respective agents, employees, or representatives shall be construed to be the agent, employee or representative of the other.*
- 4. I agree to act appropriately and professionally during my Observership at University of Maryland Children's Hospital. I understand that at any time, or without cause, University of Maryland Children's Hospital may terminate my Observership. During assignment, and while on the premises of University of Maryland Children's Hospital/University of Maryland Medical Center will, at all times, comply with all policies, rules, regulations, procedures, manuals and standards of practice of University of Maryland Children's Hospital/University of Maryland Children's Hospital/University of Maryland Children's Hospital/University of Maryland Medical Center (collectively referred to herein as "Policies and Procedures"). Shock Trauma shall be responsible for all aspects of patient care. University of Maryland Children's Hospital has the right to require, in its sole discretion my withdrawal or removal from University of Maryland Children's Hospital for any reason, including, but not limited to, lack of professional demeanor, unsatisfactory performance, incompetence, or failure to comply with Policies and Procedures.
- 5. I understand that as an Observer I may have access to, or may observe certain confidential information that belongs to University of Maryland Children's Hospital/University of Maryland Medical Center and I agree not to disclose, discuss or reveal any such information to parties outside of University of Maryland Children's Hospital/University of Maryland Medical Center and agree to keep any patient records, information or files confidential. I also agree that any information about patients I observe will remain confidential and agree not to disclose, discuss or reveal any information to anyone other than those directly involved in my Observership with me.
- 6. During my observation at University of Maryland Children's Hospital, I will have and will maintain health insurance in my home country that will cover medical expenses incurred in the United States including repatriation if necessary. Prior to my arrival at University of Maryland Children's Hospital, proof of such insurance will be provided. If I do not have such insurance prior to my arrival at Shock Trauma, I understand that I must purchase such insurance, in order to participate in the Observership.

terms of this Agreement. Bills for services rendered will be forwarded to my designated health insurance carrier for payment. I acknowledge and agree that I will be responsible for any charges not covered by my health insurance.

- 8. I agree to show proof of all vaccinations as required by the CDC and the Policies and Procedures prior to commencing my Observership.
- 9. I understand and acknowledge that I may observe in a department where there may be airborne pathogens, or whose work involves contact with potentially infectious diseases including but not limited to, HIV, hepatitis or tuberculosis and I hereby agree to assume all risks and responsibilities associated with participation in such a portion of the observership. Furthermore, I hereby agree to release, indemnify and hold harmless University of Maryland Children's Hospital, University of Maryland Medical Center, including their present and former affiliates, officers, directors, faculty, employees, agents and participants from and against any and all losses, expenses, claims, actions, liabilities and judgments (including attorneys' fees through the appellate levels), which I, my dependents, assigns, personal representatives, heirs or next of kin, may sustain or suffer as a result of or arising out of my contact with such airborne pathogens or infectious diseases, whether caused by the negligence of University of Maryland Children's Hospital, University of Maryland Medical Center, persons acting on their behalf or otherwise.
- 10. In consideration of my being allowed to participate in the Observership, I agree to release, indemnify and hold harmless University of Maryland Children's Hospital, University of Maryland Medical Center including their present and former affiliates, officers, directors, faculty, employees, agents and participants (the "Indemnified Parties") from and against any and all losses, expenses, claims, actions, liabilities and judgments (including attorneys' fees through the appellate levels), which I, my dependents, assigns, personal representatives, heirs or next of kin may sustain or suffer as a result of or arising out of my participation in the Observership, whether caused by the negligence, action or inaction of the Indemnified Parties or persons acting on their behalf or otherwise. I also agree that I shall be fully responsible for any and all loss or damage that I cause upon any person or upon University of Maryland Children's Hospital's and University of Maryland Medical Center's facilities or their personal property during my participation in the Observership.
- 11. I agree that in order to maintain patient privacy, no photographs will be taken or video recordings made of patients or patient care activities during my observership.
- 12. I understand that this release is intended to be as broad and inclusive as is permitted by the laws of the State of Maryland. This Agreement shall be governed, construed and interpreted in accordance with Maryland law.
- 13. This Agreement may be amended only by a writing signed by University of Maryland Children's Hospital and me.
- 14. I have read and understood this Observership Agreement and I do voluntarily sign said document of my own accord and as a condition of being allowed to participate in the Observership.

Participant Signature

Date

Printed Name

Please complete and upload this signed form on the online application.