



SURGERY OBSERVATION RELEASE, INDEMNITY AND CONFIDENTIALITY AGREEMENT

By signing below, I _____ affiliated with
_____ agree to the following:

Hold confidential all information related to business of the facility, which includes but is not limited to business plans, referring physicians, patient information (personal, medical or financial), third party agreements, pricing/fees, or any third party payor agreement.

Any unauthorized disclosure of confidential information may result in legal action by **Moore Orthopaedic Clinic Outpatient Surgery Center**. **Moore Orthopaedic Clinic Outpatient Surgery Center** reserves the right to pursue any legal or equitable remedies available to it, including but not limited to an action for monetary damages and/or injunctive relief.

My role, while within the facility, is as an observer for learning purposes only. I will in no way participate in patient care and will follow the administrator's or designees instructions regarding actions to be taken during an emergency (such as fire or other emergencies). I understand that it is the patient's right to be informed of my role and to accept or refuse my presence during their procedure. I will at all times demonstrate polite behavior consistent with generally accepted etiquette. I agree to maintain dress and appearance according to facility policy.

I will demonstrate respect for patient rights in all my activities, including displaying a caring attitude. I agree to stay within the area assigned.

I hereby release and forever discharge, and by these present do for myself and my heirs, executors, administrators, and assigns, release and forever discharge **Moore Orthopaedic Clinic Outpatient Surgery Center** and all its employees, agents and affiliates, from any and all claims, demands, damages, actions, causes of action, or suits at law or in equity, of whatsoever kind of nature, for or because of any matter or thing including but not limited to, all injuries and damages both to the person and/or property of myself during and arising from my presence at this facility.

I hereby agree to indemnify, defend and hold harmless **Moore Orthopaedic Clinic Outpatient Surgery Center**, and all of its employees, agents, and affiliates, for any injuries or damages to the person or property of any third party during and arising from my presence at this facility.

I hereby agree that I will not, in any way touch, or in any way invade the person, privacy, or property of any patient on the premises of this facility during and arising from my presence at this facility.

I hereby guarantee that the products concerning which I am gathering data shall comply with all pertinent regulations and laws of this state and the United States of America.

Signature

Date

Witnessed by

Date