

**Release and Waiver of Liability Form
Job Shadow Observer**

This Release and Waiver of Liability (“Release”) is entered into as of the ____ day of _____, 20__ by _____ (“Observer”) and University of Michigan Health-Sparrow, a Michigan nonprofit corporation, on behalf of itself and its affiliates and subsidiaries (collectively referred to as “UM Health-Sparrow”).

Observer wishes to participate in UM Health-Sparrow’s Job Shadow Program (“Program”) which requires them to be in-person at a UM Health-Sparrow facility. Observer must always follow UM Health-Sparrow’s policies, rules, and regulations to participate in the Program.

Observer understands and agrees to provide UM Health-Sparrow with a release and waiver of liability as follows:

1. Waiver and Release: Observer, releases and forever discharges and holds harmless UM Health-Sparrow and its directors, officers, employees, agents, and its successors and assigns, from all liability, claims, and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from any and all visits at UM Health-Sparrow. Observer understands and acknowledges that Observer discharges UM Health-Sparrow and its directors, officers, employees, agents, and Observers, and its successors and assigns, from any liability or claim that Observer may have against UM Health-Sparrow, with respect to bodily injury, personal injury, illness, death, or property damage that may result from any visit, or which occur during the visit.
2. Medical Treatment: Observer hereby releases and forever discharges UM Health-Sparrow and its directors, officers, employees and agents, and its successors and assigns, from any claim whatsoever which arises or may hereafter arise because of any first-aid treatment or other medical services rendered in connection with an emergency during Observer’s time while on UM Health-Sparrow premises or during a visit.
3. Assumption of Risk: Observer understands that participating in a visit may be hazardous to Observer. Observer hereby expressly assumes full responsibility for the risk that Observer may be exposed to or infected by any disease-causing substance and releases UM Health-Sparrow and its directors, officers, employees, agents and volunteers, and its successors and assigns, from all liability. Observer understands and acknowledges that given that this is a novel virus, it is not possible to fully list every individual risk of contracting COVID-19. For Observer and on behalf of Observer’s heirs, assigns, personal representatives and next of kin, Observer hereby releases and holds harmless UM Health-Sparrow and its past, present, and future officers, directors, trustees, employees, attorneys, and agents, with respect to any and all illness, disability, death, or damage to person or property associated with exposure to any disease-causing substance during a visit, whether arising from the negligence of releasees or otherwise, to the fullest extent permitted by law.
4. Conditions of Visit and Observer. Observer understands that wearing the personal protective equipment (“PPE”) provided by UM Health-Sparrow, in the manner instructed, is a condition of all

visits. UM Health-Sparrow reserves the right to terminate a visit if Observer is not complying with instructions for wearing PPE.

For the safety of patients, staff, and all Observers, Observer understands and agrees to notify UM Health-Sparrow of any illness or diagnosis prior to scheduling a visit or participating in a visit, as applicable. UM Health-Sparrow may, in its sole discretion, deny any visit based on an Observer's health condition, including but not limited to COVID-19 symptoms.

UM Health-Sparrow reserves the right to prohibit or terminate a visit for any reason deemed appropriate, consistent with UM Health-Sparrow policies.

5. Other: Observer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Michigan and that this Release shall be governed by and interpreted in accordance with the laws of the State of Michigan. Observer agrees that if any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

By signing below, Observer expresses Observer's understanding and intent to enter this Release and Waiver of Liability willingly and voluntarily.

_____, 2023
Signature Date

Print Name of Observer