## Froedtert Health Observer Agreement

| Observer Name (Print): | Department: |           |  |  |
|------------------------|-------------|-----------|--|--|
| Date:                  | Start Time: | End Time: |  |  |

The Froedtert Health Affiliate has agreed to allow the undersigned to participate in a job shadow/observation upon meeting the established requirements. In consideration of the individual being allowed the opportunity to job shadow/observe at the Froedtert Health Affiliate, the undersigned Observer hereby agrees to the following:

Confidentiality - The Observer agrees that all non-public information, including patient information and information relating to the Froedtert Health Affiliate's business, intellectual property and materials acquired or received during the course of the observation shall constitute and be treated as confidential and shall not, unless required by law or otherwise specifically permitted by the Froedtert Health Affiliate, be disclosed or used during or after the Observer's observation at the Froedtert Health Affiliate without the prior written consent of the Froedtert Health Affiliate, except to the extent that it: (i) is or becomes publicly available through no fault of the Observer, (ii) is disclosed to the Observer by a third party not subject to any obligation of confidence, (iii) is independently developed by the Observer without the use of the confidential information or (iv) is already known or possessed by the Observer prior to disclosure.

Release/Indemnification - Observer agrees to release and hold harmless the Froedtert Health Affiliate, its members, directors, officers, employees and representatives from any liability for injuries, losses, damages or expenses arising from Observer's own conduct during Observer's observation experience at the Froedtert Health Affiliate. Observer will defend and indemnify Froedtert Health Affiliate, its members, directors, officers, employees and representatives for all claims, losses, damages, cost and other liabilities (including attorney's fees) resulting in any way from the acts or omissions of Observer, except to the extent that such claims arise out of the negligence or willful misconduct of Froedtert Health Affiliate, its members, directors, officers, employees and representatives.

**Froedtert Health Affiliate Policies** - The Observer agrees to conform to all policies and procedures including those relating to safety, patient care and non-discrimination. These policies and procedures include all standards covered by the Froedtert Health Affiliate's Code of Conduct, Joint Commission (JC) and Occupational Safety and Health Administration (OSHA) requirements.

**Medical Conditions** – To avoid exposure of risk to any of the Froedtert Health Affiliate's patients or staff, the observer must be free from any symptoms of communicable disease (including but not limited to fever over 100.4, vomiting, diarrhea, cough with fever, or signs and symptoms of cold or flu-sore throat, runny/stuffy nose, body aches, or chills).

**Medical Treatment** - The Observer agrees the Froedtert Health Affiliate shall provide or refer the Observer for outpatient treatment in the case of an accident or illness while in the Froedtert Health Affiliate facility.

Illness - The Observer hereby forever releases and shall discharge all claims and causes of action whatsoever, present and future, against the Froedtert Health Affiliate, it directors, officers, employees and agents, related to or arising out of any illness, disease or health condition the individual may contract, develop or come into contact with while on the premises of the Froedtert Health Affiliate except those that arise from any negligent act, omission, or willful misconduct of the Froedtert Health Affiliate, its members, directors, officers, employees or representatives.

| Observer Signature   |                         |               |  |       |  |  |
|--|-------------------------|---------------|--|-------|--|--|
| I certify that the information in this document and any attached do<br>any misrepresentation, misstatement, or omission from this applic<br>may lead to termination of my participation in the Observer Experies | cation, if discovered a |               |  |       |  |  |
| Observer Name (Print):   | Date                    |               |  |       |  |  |
| Signature of Observer:   |                         |               |  |       |  |  |
| If under 18, parent or legal guardian (Print Name):  |                         | Relationship: |  | Date: |  |  |
| Signature of parent or legal guardian:   |                         |               |  |       |  |  |
| Mentor Signature   |                         |               |  |       |  |  |
| Mentor Name (Print):   | Date                    |               |  |       |  |  |
| Signature of Mentor  | Role                    | Department    |  |       |  |  |