



**OBSERVERSHIP AGREEMENT**  
**(To be completed by the “Hands-off” observer)**

I, \_\_\_\_\_(print name), will be participating in an observership assignment at a Children's National Hospital location and hereby agree that:

1. I understand and agree that my observership will be for a period from \_\_\_\_\_ to \_\_\_\_\_, and that it shall consist of observing the activities within the department of \_\_\_\_\_  
(initial)
  
2. If applicable- I agree that I will obtain a visa or other temporary visit/or 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. \_\_\_\_\_  
(initial)
  
3. I understand that my observership is for observation **ONLY** and to learn from those observations. I will not be permitted to participate in patient care or contact, examination, diagnosis, clerking of case notes, writing of prescriptions, writing of reports, medical procedures, research or other work during the observership. Furthermore, I understand that I will not be permitted to communicate with the patients or their relatives on any diagnosis, management or prognosis of their medical conditions. \_\_\_\_\_  
(initial)
  
4. In the event of observing direct patient care, I understand that the patients are entitled to confidentiality and I agree not to disclose, discuss or reveal any details about such patients to anyone other than those involved in the observership. \_\_\_\_\_ (initial)
  
5. I understand that I will be observing activities at a clinical facility and I therefore agree to act appropriately and in a professional, courteous manner during my observership. \_\_\_\_\_(initial)

## **WAIVER AND RELEASE OF Liability:**

### **I HEREBY ASSUME ALL OF THE RISKS OF THE SPECIAL CATEGORY ASSIGNMENT,**

including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I acknowledge that this Waiver and Release of Liability Form will be used by my Special Category supervisor, the event holders, sponsors, and organizers of the observership which I may participate, and that it will govern my actions and responsibilities at said activity or event. In consideration of my executors, administrators, heirs, next of kin, successors, and assigns as follows:

- (a) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this event, **THE FOLLOWING ENTITIES OR PERSONS: Children's National**, located at 111 Michigan Avenue NW, Washington, DC, and/or its affiliates, directors, officers, employees, volunteers, representatives, and agents, the activity or event holders, activity or event sponsors, and activity or event volunteers;
  
- (b) I INDEMNIFY HOLD HARMLESS, AND PROMISE NOT TO SUE Children's National Health System or persons mentioned in this paragraph from any and all liabilities or claims made as a result of my Special Category participation, whether caused by the negligence of releases or otherwise. I acknowledge that Children's National Health System and its directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on behalf of Children's National Hospital..

Intellectual Property - Works of authorship, technical discoveries, inventions, marks or other items of commercial interest created by or resulting from research or investigations conducted by Children's National staff (including employees, faculty members, fellows, residents, consultants, trainees, students, and volunteers) on Children's National time or by anyone utilizing Children's National resources shall become the property of Children's National (or other appropriate Children's National subsidiary and affiliate) or its assignee. Children's National reserves the right to protect, by patent, copyright, servicemarks, trademarks or other appropriate intellectual property protection such discoveries or inventions and works of authorship.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN OF MY OWN FREE WILL.

Date \_\_\_\_\_

Associate Signature: \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

Supervisor Signature: \_\_\_\_\_

Name \_\_\_\_\_