**KETTERING HEALTH JOB SHADOW Program**

**PARTICIPANT RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

**(READ CAREFULLY BEFORE SIGNING)**

In consideration of executing this **Participant Release and Waiver of Liability and Indemnity Agreement** (this “Release and Waiver”) and participating in any way in the Kettering Adventist Healthcare dba Kettering Health, an Ohio nonprofit corporation, or its affiliates or subsidiaries (collectively, “Kettering Health”) Job Shadow Program, now or at any time in the future (each participation an “Event” or “Events”), I, for myself, my personal representatives, heirs and next of kin agree to the following.

**Parent or Guardian Representations and Warranties**

I acknowledge and represent that: (1) I am at least 18 years of age; (2) I have informed myself about the Events; (3) I have agreed to participate in one or more Events after careful consideration of the risks that may be associated with the Events; (4) I understand that a hospital environment, even under the best of circumstances, may be unpredictable, and I may be exposed to disease, stress, patients having psychiatric emergencies, death, grief, traumatic injuries, and other unforeseen medical circumstances and I certify that I am in good health and that I have no conditions or impairments which would preclude my safe participation in the Event, including that I am current on all medical vaccinations, including but not limited to tetanus and all other recommended or required Kettering Health vaccinations, or that I have made the decision to not vaccinate myself and understand the risks associated with that decision; (5) I warrant that I will agree to assume full financial responsibility for any and all damages to, or losses of, the real or personal property of Kettering Health or any third party caused directly or indirectly, in whole or in party, whether or not foreseeable, by me, as determined by Kettering Health in its sole and absolute discretion, and I further agree to indemnify and hold harmless the Released Parties from any third-party claims related thereto; and (6) I understand that my participation in any Events may be revoked or suspended at any time for non-compliance or safety issues, as may be determined by Kettering Health in its sole discretion.

**ACKNOWLEDGEMENT OF RISK**

I acknowledge that I fully understand my participation may involve risk of serious injury or death, including losses which may result not only from my own actions, inactions or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where the Event or activity is being conducted. Such risks include but are in no way limited to slips, trips, and falls, and illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with participation and that said list in no way limits the operation of this Release and Waiver. Such risks and dangers may be caused by my own actions or inactions. I also acknowledge that any injuries I may sustain may be compounded or increased by negligent or delayed rescue operations or procedures of the Released Parties (as hereinafter defined). I further acknowledge there may be other risks and economic losses, which may be known to me or may be unforeseeable, that are presented by my participation in any Event held by Kettering Health. I understand that if I have any risk concerns, I should discuss the risks associated with my participation with Kettering Health before I sign this document and before any activity or Event begins.

**CORONAVIRUS/COVID-19 WARNING & DISCLAIMER**

Coronavirus, COVID-19 is an extremely contagious virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a means to prevent the spread of the virus. COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in an Event could increase the risk of contracting COVID-19. Kettering Health in no way warrants that COVID-19 infection will not occur through participation in an Event or accessing Kettering Health’s facilities.

**WAIVER, RELEASE, INDEMNIFICATION & COVENANT NOT TO SU**E

I further agree to indemnify, save and hold harmless Kettering Health, its officers, directors, employees, volunteers, agents, representatives and insurers (the “Released Parties”) from any and all claims, causes of action, demands, losses, damages and liabilities for indemnities, contribution or otherwise arising from my participation in an Event, including attorneys’ fees related thereto, which I, my heirs, representatives, executors, administrators and assigns may have, now or in the future, with respect to any personal injury, property damage, death or accident of any kind, arising out of or in any way related to an Event, whether that participation is supervised or unsupervised, however the injury or damage occurs, including but not limited to the negligence of the Released Parties.

I acknowledge and agree that this Release and Waiver is intended to be, and is, a complete release of any responsibility of the Released Parties for any and all personal injuries, temporary or permanent disability, death, and/or property damage sustained by me while on the property or in any way related to the Event activities and is intended to be as broad and inclusive as is permitted by the laws of the State of Ohio and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Emergency Medical Care**

In the event that an alternative contact provided in writing to Kettering Health cannot be reached in the event of an emergency, I authorize Kettering Health and its representatives to act with respect to the provision of such care, and I consent for any and all treatment. I further agree to use my personal medical insurance as a primary medical coverage payment if accident or injury occurs and agree to pay all costs and expenses incurred in connection with any medical care provided, including the cost of transportation.

This Release and Waiver will be governed by and interpreted in accordance with the laws of the State of Ohio. I agree that any action arising out of this an Event or this Release and Waiver must be brought exclusively in any state or federal court located in Montgomery County, Ohio. If any provision of this Release and Waiver is deemed invalid, void or unenforceable, such provision shall be considered severed from this Release and Waiver and the remaining provisions shall be given full force and effect. No change, modification, amendment, or addition of or to this Release and Waiver shall be valid unless in writing and signed by Kettering Health’s Chief Legal Officer. This Release shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.

**I HAVE READ AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AND DO SO WITH THE UNDERSTANDING THAT SUBSTANTIAL RIGHTS ARE BEING GIVEN UP. I UNDERSTAND THAT MY PARTICIPATION IN THIS EVENT IS VOLUNTARY AND RELEASING THE RELEASED PARTIES IS PART OF THE CONSIDERATION FOR ME BEING ALLOWED TO PARTICIPATE. FOR THE AVOIDANCE OF DOUBT, THIS RELEASE AND WAIVER SHALL COVER EACH EVENT I PARTICIPATE IN WITH Kettering Health.**

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| I HAVE READ THIS RELEASE AND WAIVER |
| Signature |
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|  |
| Print Name |
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|  |
| Date |