



Rush University Medical Center
VOLUNTEER WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

I, _____ (“Volunteer”) will act as a volunteer at Rush University Medical Center, on or about its campus located at 1653 W. Congress Parkway, Chicago, Illinois 60612, starting on _____ .

Volunteer Name _____

Date of Birth _____

Address _____

Phone Number _____

Emergency Contact

Name: _____ Relationship to Volunteer: _____

Address: _____

Phone Number: _____

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT:
RUSH UNIVERSITY MEDICAL CENTER COVID-19 PANDEMIC RESPONSE

You are required to read the following information very carefully, make sure you understand it fully and sign it before participating in this activity.

1. I acknowledge that my participation and/or presence at Rush University Medical Center (RUMC), its campus and adjoining lands and structures, located on or about 1653 W. Congress Parkway, Chicago, Illinois 60612 (collectively, the “Facility”), in providing services related to Rush University Medical Center’s response effort related to the COVID-19 Pandemic, including such activities as providing appropriate assistance to medical professionals at the Facility who are rendering care for COVID-19 positive patients and other patients that are under investigation for COVID-19, under the supervision of medical professionals acting within the scope of their practice (the “Volunteer Activities”), my use of the Facility and any transportation that may be provided by RUMC as part of or arising out of Volunteer Activities, is done voluntarily and includes the risk of injury, property damage, or death. It is impossible to eliminate the risk of injury that may result from or arise out of my attendance and/or participation in Volunteer Activities, or the equipment, activities, or transportation arising out of or related to the Volunteer Activities. I further acknowledge and agree that all such Volunteer Activities are being provided and/or performed by me are purely voluntary, without any expectation of employment, remuneration, payment or academic credit of any kind or nature for my work for such Volunteer Activities, other than reasonable reimbursement of expenses. It is understood that while engaged in Volunteer Activities, I am not acting as an employee, student, or contractor of RUMC and/or any affiliated entity of RUMC, and that any Volunteer Activities performed by me on or about the Facility does not create any such relationship as it relates to Volunteer Activities.
2. I am fully aware of the risks involved and hazards connected with Volunteer Activities, including but not limited to property damage, personal injury, mental injury, or bodily injury, including death, and I hereby elect to voluntarily participate in Volunteer Activities with full knowledge that such participation may be hazardous to me and my property. I voluntarily assume responsibility for any risks of loss, property damage, personal injury, mental injury, or bodily injury, including death, that may be sustained by me or any loss or damage to property owned by me as a result of being engaged in such activity, excepting any such responsibility for any risks of loss, property damage,

personal injury, mental injury, or bodily injury, including death, caused by the gross negligence or willful misconduct of RUMC.

3. In consideration for receiving permission to engage in Volunteer Activities and other sufficient and valuable consideration, the sufficiency of which is hereby acknowledged, I hereby release, waive, discharge and covenant not to sue RUMC and any of its parents, subsidiaries, affiliated entities, and the officers, directors, trustees, agents, servants and employees of each of them (collectively, the "Releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury (including death) that may be sustained by me while engaging in Volunteer Activities, or any activities arising out of or related to Volunteer Activities, at RUMC, or while in, on, or upon the Facility and/or any premises of Releasees where such Volunteer Activities are being conducted.
4. I further hereby agree to indemnify, release and hold harmless the Releasees from any loss, liability, claims, actions, damage or costs, including court costs and attorney fees, that Releasees may incur due to my participation in the Volunteer Activities, excepting any loss, liability, claims, actions, damage or costs caused by Releasees' gross negligence or willful misconduct.
5. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a release, waiver, discharge and covenant not to sue the Releasees. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Illinois.
6. In signing this release, I acknowledge and represent that I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it, and sign it voluntarily at my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this release for full, adequate and complete consideration fully intending to be bound by same.
7. I hereby accept responsibility for the payment of any emergency transportation and/or treatment necessitated by my participation in Volunteer Activities and/or as a Volunteer. I further certify that I am in good physical condition, that I currently do not exhibit any known symptoms of COVID-19 (including, but not limited to, fever, sore throat, dry cough), and have no medical or physical conditions that would restrict my participation in Volunteer Activities and/or as a Volunteer. I further acknowledge that infectious and environmental disease or disability resulting from my participation in Volunteer Activities could affect my future student learning activities and progression to graduation.
8. I hereby agree to follow all policies and procedures, rules and regulations of RUMC and to protect the confidentiality of all patients, medical staff, employees, volunteers and other proprietary information as well as any other privileged, non-public or confidential information that I may have access or that may come into my knowledge or possession in the performance of my duties ("Confidential Information"). I further agree not to release any Confidential Information to any unauthorized source or third party without consent of the appropriate RUMC authority(ies) and not to access or attempt to access Confidential Information unless I have been authorized to do so and the access is needed to perform my Volunteer Activities. I understand that breach of this Paragraph 8 may result in the termination of my Volunteer Activities, at RUMC's discretion, in addition to any other rights and remedies (civil and criminal) which RUMC may pursue.
9. **I acknowledge that photos and/or video may be taken during my Volunteer Activities at Rush University Medical Center. By my signature below, I give permission for photos and/or video to be taken of me during my Volunteer**

Activities and that I hereby grant free and irrevocable license to Rush University Medical Center to use such photos and/or video for marketing or training purpose, or in any other capacity and for whatever purpose.

Participant

Date

Address

E-mail Address

Telephone Number