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**UTCOMLS Global Health Program**

**RESIDENT FORM 2: ACKNOWLEDGEMENT OF INFORMED CONSENT, WAIVER, AND RELEASE AGREEMENT**

**[For Signature Prior to Participation in a University-Approved Global Health Elective]**

***This is a release of legal rights and reflects the informed consent to the many risks of, and procedures and standards of conduct for, The University of Toledo College of Medicine and Life Sciences’ Global Health experiences/electives/rotations/medical missions. Participant must read and understand before signing.***

I am an Emergency Medicine Resident at The University of Toledo College of Medicine & Life Sciences and have asked for permission to participate in a University-approved Global Health rotation/medical mission for University credit with University funding.

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Global Health Site/UTCOMLS Medical Mission:

Dates of Global Health Rotation/Medical Mission:

UTCOMLS Faculty Supervisor[[1]](#footnote-1): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Global Health Program Advisor: Deborah Krohn, M.Ed.

***Residents must initial each paragraph below and sign and date the final page.***

In consideration of being permitted to participate in a University of Toledo-approved Global Health rotation/medical mission at a Global Health site outside the United States, I agree to the following:

**ACKNOWLEDGEMENT OF RISK**

1. Notwithstanding any agreement by the University to award academic credit for the course of study I undertake, the University has not required me to participate in this Global Health experience in any way, and my academic progress at the University will not be adversely affected if I decide not to participate. I understand that the University has not undertaken any kind of control or supervision over the institution at the Global Health site. \_\_\_\_\_\_\_\_\_\_
2. I understand that there are unavoidable risks in travel and living abroad including, but not limited to the following: risks of transportation, risk of foreign/political/legal/social/economic conditions, risk of standards of design/safety/maintenance of buildings, public places, and conveyances, risks of local medical and weather conditions, and other unanticipated risks. I have full knowledge of the nature and extent of the risks associated with the experience, including but not limited to any manner of injury resulting from staying in a location not operated by the University, injuries that may occur due to the use of different standards of care applied to the medical practice, transportation, travel, war, weather, sickness, quarantine, government restriction or acts of any agent, entity or third party. \_\_\_\_\_\_\_\_\_\_
3. I have read all current recommendations and advisories issued by the US Department of State and the Center for Disease Control as to the risks of travel to, from, and within my Global Health site. I promise to stay current on such information and communicate with Global Health site and UTCOMLS contacts regarding any developing risks. \_\_\_\_\_\_\_\_\_\_

**RELEASE, INDEMNIFICATION, AND COVENANT NOT TO SUE**

1. I understand that the University does not control or run every aspect of this Global Health experience. I acknowledge that I am ultimately responsible for my own safety and that the University has a very limited obligation to provide supervision and oversight for my safety on the experience. Knowing that I am voluntarily assuming these many anticipated and unanticipated risks, and in consideration of being permitted to participate in the Global Health experience, I, *(print name)* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the undersigned, HEREBY RELEASE AND WAIVE THE RIGHT, on behalf of myself, my family, heirs, and personal representative(s), to any claims or potential claims whatsoever for any and all liability for harm, injury, damage, claims, demands, actions, causes of action, costs and expenses of any nature, including death or loss of any kind, that I may have or that may accrue to me, arising out of/or related to my participating in this Global Health experience. I further agree to indemnify and hold harmless the State of Ohio and The University of Toledo, its Trustees, officers, employees, faculty, students and all other of its agents, from any claim, liability or damage of any kind caused by me arising out of or related to my participation in this Global Health experience and any travel I undertake in connection with it. \_\_\_\_\_\_\_\_\_\_
2. If the US Department of State or Center for Disease Control issues a travel warning or alert for my Global Health site prior to travel, I understand my eligibility to have a Global Health experience at this site may be revoked at the consideration of The University of Toledo, and I will incur all monetary fees and penalties resulting from travel cancellation. In the event such alerts or warnings are issued while I am abroad, determination of the appropriate action will be made on a case-by-case basis, with The University of Toledo having the authority to require me to return to the United States. I understand that if it is required that I must return to the United States early, I will incur all fees and penalties for altering my original travel arrangements. \_\_\_\_\_\_\_\_\_\_
3. I, on behalf of myself, my family, heirs and personal representative(s) hereby grant The University of Toledo and its agents full authority to take whatever actions they may consider to be warranted under the circumstances regarding my health and safety and fully release each of them for any liability for such decisions or actions as may be taken in connection therewith. I authorize The University of Toledo and its agents, at their discretion, to place me at my own expense, and without further consent by me, in a hospital within or outside the United States for medical services and treatment or, if no hospital is readily available, to place me in the hands of a local medical doctor for treatment. If deemed necessary by The University of Toledo or its agents, I authorize my transportation to the United States by commercial airline at my own expense for medical treatment. I understand that, should my participation be terminated, The University of Toledo may purchase a tourist class return air ticket for me and I agree to reimburse The University of Toledo for such expenditure. I hereby release The University of Toledo and its agents from all liability and responsibility in the event that I leave prior to or extend my stay beyond the dates specified in this release. I hereby agree to indemnify and promptly reimburse The University of Toledo or its employees or agents for all medical expenses incurred on my behalf or benefit, and for all transportation or other extraordinary expenses incurred for my benefit, when in the opinion of The University of Toledo or its agents such expense must be incurred for my safety or best welfare. \_\_\_\_\_\_\_\_\_\_
4. I understand that The University of Toledo is not responsible for any monetary or property loss incurred by me at any time during the planning, preparation, or participation in the Global Health experience. \_\_\_\_\_\_\_\_\_\_

**ASSENT TO RULES OF CONDUCT**

1. I understand that each foreign state has its own laws and standards of acceptable conduct. I recognize that behavior, which violates those laws or standards, could harm The University of Toledo, as well as my own health and safety. I have informed myself to the best of my ability of the local laws and standards, and I understand I am solely responsible for the consequences of any violations I incur at the Global Health site. I will assume the risk of any legal problems I may encounter with any government or controlling administration at the Global Health site. The University of Toledo is not responsible for providing any assistance under such circumstances. \_\_\_\_\_\_\_\_\_\_
2. As a representative of The University of Toledo and of the medical profession, I promise to know and adhere to the laws of the host country and the countries through which I travel to reach and return from there, to know and adhere to The University of Toledo’s code of conduct for residents, to the standards of professional behavior that govern US and Ohio health care professionals, including those articulated in the American Medical Association’s Code of Ethics, in the laws of the State of Ohio, and by the State of Ohio’s Licensing Board, and to any standards of conduct at the Global Health site. \_\_\_\_\_\_\_\_\_\_
3. I also acknowledge that the UTCOMLS Graduate Medical Education policies/procedures (and any other rules applicable on the home campus) also apply overseas. \_\_\_\_\_\_\_\_\_\_
4. I understand that (1) many U.S. travelers have been jailed for years and have suffered greatly in other ways as a result of drug-related incidents while traveling outside the United States; (2) the US Embassy or Consulate can only aid US citizens in obtaining legal assistance to manage their legal difficulties, and cannot guarantee that such aid will result in release from foreign jails or other remedies; (3) illegal activities involving the possession or use of illicit drugs place not only me but also other students/residents who may want to travel to this Global Health site, and The University of Toledo, more generally, in jeopardy; and (4) I am a representative of The University of Toledo, the medical profession, and the United States of America, and that my use of illegal drugs may bring lasting disgrace to all of them. \_\_\_\_\_\_\_\_\_\_
5. In light of these possible harms to me, others, and the institutions I represent, I, *(print name)* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, promise that during this Global Health experience I will refrain from the use or possession of *any* quantity of marijuana, cocaine, heroin, or any other drug or intoxicant deemed illegal according to the laws of the United States of America, the country of my Global Health site, and any other countries in which I am traveling to reach or return from my site. I further promise to use alcohol responsibly during my entire Global Health experience. \_\_\_\_\_\_\_\_\_\_
6. Further, I, *(print name)* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, understand that, should I break this promise and use or possess any illegal drugs, or use alcohol excessively, or cause any other behavioral or professionalism issue, I may be faced with any to all of the following consequences:
* Immediate termination of this Global Health experience;
* Total forfeiture of all fees and monies paid for this experience;
* Loss of all academic credit for this experience;
* Prohibition from participating in all future Global Health experiences; and
* All other consequences deemed appropriate under The University of Toledo policies. \_\_\_\_\_\_\_\_\_\_

**COMPLIANCE WITH RISK-REDUCTION PROCEDURES**

1. I have secured general liability, excess auto liability, repatriation of remains, and accident/sickness coverage when traveling outside the US and Canada for the purposes of conducting University business or fulfilling internship requirements from AIG (Insurance Company of the State of Pennsylvania) through The University of Toledo’s participation in the Inter-University Council Insurance Consortium. \_\_\_\_\_\_\_\_\_
2. With my signature below, I certify that I have confirmed my health care coverage meets the above stated requirements, and hereby release the State of Ohio and The University of Toledo, its officers, employees, faculty, and agents from any responsibility or liability for expenses or damages incurred by me for injuries or illnesses (including death) that I may incur. \_\_\_\_\_\_\_\_\_\_
3. I have read and understand all Global Health Resident Forms required and understand my requirements for participating in this experience. \_\_\_\_\_\_\_\_\_\_
4. I understand that the only activities that are sponsored by the host university/institution during a Global Health experience are limited to those necessary to accomplish the goal(s) of the Global Health experience and that inherently dangerous activities (such as bungee jumping, cliff climbing, etc.) are *not* part of the sponsored experience. \_\_\_\_\_\_\_\_\_\_
5. I understand I am generally safer when I travel with a trusted companion/companions to, from, and within the Global Health site and have done and will do what I can to do so. \_\_\_\_\_\_\_\_\_\_
6. I also understand that it is significantly safer for me to use public transportation or approved transportation companies, even if I legally hold a valid international driver’s license. \_\_\_\_\_\_\_\_\_\_
7. I agree to attend a pre-departure orientation with the UT Global Health Program Director and/or UTCOMLS Faculty Leader before departing for my Global Health experience. I agree to attend all orientation meetings upon arrival; to be supervised at the Global Health site by my Global Health site supervisor/coordinator; to contact my UTCOMLS faculty supervisor and/or Emergency Medicine Residency Coordinator weekly while on site if my trip is longer than two weeks; and to contact my Global Health site emergency contacts, my UTCOMLS faculty supervisors or Global Health Program staff, the US Embassy, and my insurance plan’s emergency contact, if necessary, should any emergency or other trouble arise. \_\_\_\_\_\_\_\_\_\_
8. I understand that competency or training in the local language is strongly encouraged, and that when this is not possible, that, for my health, safety, and effectiveness, I should become familiar at a minimum with common phrases and health care terms. \_\_\_\_\_\_\_\_\_\_
9. I will complete all Global Health Resident Forms and their required attachments, and any other forms or requirements considered necessary by the Global Health Program/Committee for my particular site location, and return them to the Emergency Medicine Residency Curriculum Coordinator *prior* to my leaving for the experience. \_\_\_\_\_\_\_\_\_\_
10. After completion of the Global Health experience, within one week of my return, I will complete and return a Resident Evaluation Form to the Emergency Medicine Residency Curriculum Coordinator. \_\_\_\_\_\_\_\_\_\_

**CONCLUDING STATEMENTS**

1. I certify that I am in good health and that I have no physical/psychological limitations that would preclude my safe participation in the Global Health experience. \_\_\_\_\_\_\_\_\_\_
2. I agree that should any provision or aspect of this agreement be found to be unenforceable, all remaining provisions of the agreement will remain in full force and effect. \_\_\_\_\_\_\_\_\_\_
3. I represent that my agreement to the provision herein is wholly, voluntary, and further understand that, prior to signing this release, I have the right to consult with the advisor or attorney of my choice. \_\_\_\_\_\_\_\_\_\_
4. I agree that, should there be any dispute concerning my participation in the Global Health experience that would require the adjudication of a court of law, venue will lie in an appropriate jurisdiction in Ohio and that the laws of the State of Ohio will govern. \_\_\_\_\_\_\_\_\_\_
5. This agreement represents my complete understanding with The University of Toledo concerning The University of Toledo’s responsibility and liability for my participation in the Global Health rotation/medical mission supercedes any previous or contemporaneous understandings I may have had with The University of Toledo on this subject, whether written or oral, and cannot be changed or amended in any way without written concurrence from both myself and The University of Toledo. \_\_\_\_\_\_\_\_\_\_

**I HAVE CAREFULLY READ THIS FORM AND INITIALED AFTER EACH PARAGRAPH BEFORE SIGNING IT.**

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Resident’s Signature Resident’s Name Printed Date

 Deborah M. Krohn

Global Health Program Advisor’s Signature Global Health Program Advisor’s Name Printed

Revised June, 2018\_DMK

1. For traditional, month-long clinical rotations, your supervisor is Kris Brickman, M.D. – Director, Global Health Program. For UTCOMLS approved, recurring, faculty-led, team-based medical missions, your supervisor is the UTCOMLS faculty member leading the medical mission. [↑](#footnote-ref-1)