



# Hidalgo County Medical Reserve Corps



## **VOLUNTEER GENERAL RELEASE AND CONFIDENTIALITY AGREEMENT**

THIS GENERAL RELEASE AND CONFIDENTIALITY AGREEMENT ("Agreement") is effective as of the date Volunteer signs this form.

VOLUNTEER INFORMATION: Name: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Address: \_\_\_\_\_

The Hidalgo County Medical Reserve Corps is established by County of Hidalgo by and through its Health and Human Services Department (hereinafter referred to as "County MRC"). Volunteer wishes to participate in the Hidalgo County Medical Reserve Corps and any activities related the same.

Volunteer understands that County MRC is providing training at its own cost and expense, to all program participants for the purpose of developing emergency response skills to address natural and man-made disasters, incidents of terrorism and use of weapons of mass destruction, and other emergencies. Volunteer understands that he/she may be activated and/or deployed as further described in the Hidalgo County Medical Reserve Corps Handbook.

Volunteer releases/waives any and all claims and causes of action Volunteer has or may have from the beginning of all time through any time in the future which may arise from Volunteer's participation in County MRC.

Volunteer, intending to be legally bound, further agrees as follows:

1. Release. Volunteer agrees, for him/herself, his or her heirs, legal representatives, successors and/or assigns, to remise, release, forgive, acquit, satisfy, and forever discharge County MRC from any and all manner of actions, causes of action, suits, debts, covenants, contracts, controversies, agreements, promises, claims and demands whatsoever, which said Volunteer, his or her heirs, legal representatives, successors and/or assigns has ever had, now has, or may in the future have, known or unknown, from the beginning of all time or in the future against the County MRC arising directly or indirectly out of the County MRC, including, but not limited to, actions sounding in breach of contract, negligence or any other tort.
2. No Admission. Volunteer expressly understands that nothing in this Release shall be construed as an admission of liability on the part of County MRC, nor shall anything be construed or be admissible in any proceeding as evidence of or an admission by County MRC of any violation of its policies, procedures, state, federal, and/or local laws or regulations.
3. Media. Volunteer agrees to allow his/her printed name, comments, photographs, likeness, images or representations to be published in newspapers, marketing brochures, magazines, video tape, other print and electronic media, and on Hidalgo County's website without any form of compensation or further approval.
4. Policies. Volunteer acknowledges that he/she has received and read the "Hidalgo County Medical Reserve Corps Volunteer Handbook" regarding participation in Hidalgo County MRC and agrees to abide by the same and other policies and procedures provided by County MRC while participating in County MRC activities or representing County MRC in public. Additionally, volunteer agrees to abide by any and all federal, state or local laws and regulations applicable to medical reserve corps participants.



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5. Confidentiality Agreement. Volunteer agrees that he/she has read the below Confidentiality Agreement and understands its meaning.

- A client record or any information taken from a client record is privileged and confidential. A client record is defined as: a record of the identity that is initiated and maintained by, or at the direction of a physician, or someone under the direction or protocols of a physician.
- Volunteer understands that he/she must not release information from reports, records, correspondence, and other documents, however acquired, containing medical or other confidential information, and that Volunteer may not release such information except in a manner authorized by law.
- Volunteer understands that he/she may not release or make public, except as provided by law, individual case information including demographic data and client contacts.
- Volunteer agrees that he/she will keep all confidential files, including computer diskettes, in a locked file cabinet when not in use and will "lock up" the information when he/she leaves their workstation for lunch, meetings, or at the end of the day.
- Volunteer agrees to keep any confidential files out of the view of unauthorized persons.
- Volunteer agrees he/she will not discuss confidential information with people who are not authorized, and/or who do not have the need or the right to know the information.
- To protect confidentiality, Volunteer agrees to not discuss the facts contained in confidential documents in a social setting.
- Volunteer agrees that he/she will alert County MRC of any violation of this policy that they suspect or become aware.
- Volunteer agrees that when transporting information that is privileged, confidential or private, he/she will employ appropriate security measures to ensure the material remains protected.
- Volunteer agrees he/she will keep information relating to internal and external activities of the department confidential. Such activities include, but are not limited to, risk assessments, survey schedules, business and trade secrets, and personnel actions.
- Volunteer agrees that when disposing of a document that contains patient or confidential information, he/she will assure that the document is shredded.

As a Hidalgo County Medical Reserve Corps volunteer, Volunteer agrees to abide by the Confidentiality Agreement. Volunteer further understands that should Volunteer improperly release or disclose privileged, confidential, or private information, Volunteer may be subject to an disciplinary action, up to and including the termination of the volunteer assignment and/or civil monetary penalties, criminal penalties or liability for money damages for such an action.

**I AM 18 YEARS OF AGE OR OLDER AND CAPABLE OF ENTERING INTO THIS AGREEMENT. I HAVE READ AND UNDERSTAND THIS GENERAL RELEASE AND CONFIDENTIALITY AGREEMENT. I SIGN THIS GENERAL RELEASE AND CONFIDENTIALITY AGREEMENT KNOWINGLY AND VOLUNTARILY.**

\_\_\_\_\_  
Volunteer's Signature

\_\_\_\_\_  
Volunteer Printed Name

\_\_\_\_\_  
Date