

# Northwestern McGaw Center for Graduate Medical Education

## *OVERSEAS ROTATION ACKNOWLEDGEMENT, WAIVER AND RELEASE*

THIS OVERSEAS ROTATION ACKNOWLEDGMENT, WAIVER AND RELEASE (this “**Release**”) is executed on this \_\_\_\_ day of \_\_\_\_\_, 200\_\_ by \_\_\_\_\_ the resident/fellow (“**RESIDENT**”) in favor of The McGaw Medical Center of Northwestern University d/b/a Northwestern McGaw Center for Graduate Medical Education (“**McGAW**”). RESIDENT desires to undertake and complete an elective medical education rotation at a healthcare facility or institution outside of the United States of America (the “**Overseas Rotation**”). The description and summary of the Overseas Rotation as approved by McGAW is attached to this Release and incorporated herein as Attachment 1.

1. RESIDENT understands and acknowledges the following:
  - (a) His or her participation in the Overseas Rotation is wholly voluntary and is not required nor endorsed or sponsored by McGAW. RESIDENT is fully aware of the dangers and risks inherently associated with participating in the Overseas Rotation, including, but not limited to, those associated with: (i) traveling to and within, and returning from, one or more foreign countries; (ii) foreign political, legal, social and economic conditions; (iii) different standards of design, safety and maintenance of buildings, facilities, public places and transportation systems and infrastructure; (iv) local medical and weather conditions; and (v) the possibility of emergency evacuation as a result of these and other conditions.
  - (b) He or she has taken into account, and assumes all the risk of health, safety and travel abroad considerations, including, but not limited to, any applicable travel warnings for individual countries and announcements for particular regions as set forth by the United States Department of State (available at <http://travel.state.gov/travel/warnings.html>) and the United States Centers for Disease Control and Prevention (available at <http://www.cdc.gov/travel>). RESIDENT further understands and acknowledges that he or she will bear full and complete responsibility of any decision to remain in the Overseas Rotation despite an increased risk to RESIDENT’S health, safety and security during the Overseas Rotation, including, but not limited to, a risk that may result in the issuance of a travel warning by the United States Department of State.
  - (c) He or she is solely responsible to determine whether his or her health, dental and disability insurance policies provide coverage in the country where the resident will conduct the Overseas Rotation; provided, however, that RESIDENT’S workers’ compensation coverage may pay for medical expenses according to the limits of the insurance contract. Notwithstanding the foregoing, RESIDENT further understands and acknowledges that McGAW is not responsible or obligated in any way to provide financial assistance or other assistance, including, but not limited to, transportation to the United States in the event of injury or illness to RESIDENT in connection with the Overseas Rotation.
  - (d) Professional liability insurance provided to RESIDENT as a participation under McGAW’S graduate medical education programs does not extend to RESIDENT’S medical practice performed outside of the United States of America. It is RESIDENT’S sole responsibility to assure that RESIDENT’S medical practice is insured or addressed by the institution or healthcare facility that is sponsoring the Overseas Rotation. In this regard, RESIDENT hereby assumes all

risks associated with any claim of injury or death asserted against RESIDENT that may arise from RESIDENT'S activities associated with the Overseas Rotation. RESIDENT understands that the foregoing provisions discharge McGAW, its corporate members and their board of directors, officers, employees, agents and representatives (in their official and individual capacities) from any liability or claim that may arise from RESIDENT'S provision of professional medical services in connection with the Overseas Rotation.

2. RESIDENT, individually and on behalf of his or her heirs, successors, assigns and personal representatives, hereby freely, voluntarily, and without duress releases, acquits and forever discharges and holds harmless McGAW, its corporate members and their respective boards of directors, officers, employees, agents and representatives (in their official and individual capacities) with regard to any claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from RESIDENT'S activities while completing the Overseas Rotation, including, but not limited to, any liability or claim that the RESIDENT may have against them with respect to any bodily or personal injury, illness, death, or property damage that may result from RESIDENT'S activities and travel related to the Overseas Rotation.
3. RESIDENT, individually and on behalf of his or her heirs, successors, assigns and personal representatives, hereby agrees to indemnify, defend and hold harmless McGAW, its corporate members and their respective boards of directors, officers, employees, agents and representatives (in their official and individual capacities) from any and all liability, loss or damage that they or any of them incur or sustain as a result of any claims, demands, actions, causes of action, judgments, costs or expenses, including attorneys fees, which arise out of, relate to, occur during, or result from RESIDENT'S participation in the Overseas Rotation.
4. RESIDENT agrees that this Release is to be construed under the laws of the State of Illinois, that it is intended to be as broad and inclusive as permitted by the laws of the State of Illinois, and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full force and effect.
5. In signing this Release, RESIDENT hereby acknowledges and represents that: (i) her or she has read this Release in its entirety and understands the terms and provisions of this Release; (ii) by signing this Release he or she is giving up substantial legal rights he or she might otherwise have; (iii) this Release is a binding agreement; and (iv) her or she has signed it knowingly and voluntarily in his or her free will.

IN WITNESS WHEREOF, RESIDENT has executed this Release as of the day and year first above written.

**RESIDENT:**

\_\_\_\_\_  
Print Name

/s/ \_\_\_\_\_

**ATTACHMENT 1**

***Description of Overseas Rotation***

[to be attached]

