

Northeast Mississippi Community College
The Department of Diagnostic Medical Sonography
Consent and Release of Liability for Lab Scanning/Ultrasound Session

Instructions: Please read the following form carefully. After discussion with your physician concerning consent and the biological effects or liability risks of ultrasound at diagnostic levels, you may make an appointment with the program coordinator to address any concerns. **Please initial each statement for the consent portion and sign the document on the line following the liability release provisions.**

Name _____ Date _____

I. Volunteer's Consent

_____ I understand that all attempts will be made to minimize my exposure based on ALARA standards which requires adherence to technical settings on the ultrasound equipment that will minimize exposure to sound waves.

_____ I have been informed of the biological effects possible by exposure to diagnostic ultrasound known to date. This includes, but is not limited to possible heating of tissue and possible break down at cellular level.

_____ While the above effects could occur in any subject, I understand that the primary concern is for subjects in the first 10 weeks of gestation—the embryonic period.

_____ I understand that scanning in the sonography lab will involve other students in attendance and observing, male or female.

_____ I understand that my skin will be exposed for the sonographic session.

_____ I understand that my privacy and modesty will be maintained as much as reasonably possible considering the type of session performed.

_____ I understand that I will be scanned by students under the direct supervision of program faculty.

_____ I understand that I am not a patient and that my name and/or any other identifiers will not be recorded in association with the test scan creating no personal health information or records.

_____ I understand that the session performed is for educational purposes only, and only non-diagnostic images will be acquired. I will not receive any diagnosis or treatment and

_____ will not be evaluated by a trained medical physician. This does not replace or supplant medical care provided by a licensed physician.

___ I understand and acknowledge that the images taken as a result of the ultrasound scanning session will remain the property of Northeast Mississippi Community College and the College will be held harmless in the event of a future diagnostic concern.

_____ I acknowledge that program faculty are not trained medical physicians and cannot provide findings at any time before during or after the scanning session. I understand that I may be advised based on images that may warrant medical analysis, to seek medical advice from a physician qualified to do so.

___ I have notified my physician of my intent to participate in a ultrasound scanning session. My physician has reviewed this Consent document with me and has approved my intent to participate as a volunteer.

___ I have obtained my physician's consent and have provided Owens Community College with my physician's phone number in the event that post-session contact is necessary.

II. Physician's Consent

I, _____, am the physician for the above-named individual, and hereby agree that they are medically fit to participate in an ultrasound scanning session for educational purposes at Northeast Mississippi Community College. I also affirm that the above-named individual has either had an ultrasound performed in my OB/GYN office or was sent to an area hospital to have an ultrasound performed with an order from me at around 18-20 week gestational age of the fetus. I affirm that based on that scan, a normal anatomical survey was shown, and the fetus does not have any obvious structural abnormalities.

Physician's Signature:

Date:

III. Volunteer's Release of Liability

Understanding all of the aforementioned, I desire to participate in the lab scanning/ultrasound session on:

_____ (Date)

I fully understand and appreciate the dangers, hazards, and risks inherent in this lab scanning/ultrasound session. These dangers and risks can result in injury and impairment to my body, general health, well-being, and could include serious or even mortal injuries and property damage.

With knowledge of the dangers, hazards, and risks of such activities, and in consideration of being permitted to participate in the Lab scanning/ultrasound session, on behalf of myself, my family, heirs, and personal representative(s), I agree to assume all the risks and responsibilities surrounding my participation in the lab scanning/ultrasound session and to release, waive,

forever discharge, and covenant not to sue the State of Mississippi, Northeast Mississippi Community College, and its governing board, officers, agents, employees and any students acting as employees ("Releasees"), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature that I may have or that may hereafter accrue to me, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by me or by any property belonging to me, whether caused by the negligence or carelessness of the Releasees, or otherwise, while involved in the lab scanning/ultrasound session. I further agree to indemnify and hold harmless Northeast Mississippi Community College and its governing board, officers, employees, and representatives from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while participating in the lab scanning/ultrasound session.

I understand and agree that Releasees are granted permission to authorize emergency medical treatment, if necessary, and that such action by Releasees shall be subject to the terms of this Agreement. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized, emergency medical treatment.

It is my express intent that this release and hold harmless agreement shall bind myself, the members of my family and spouse, if I am alive, and my estate, family, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as a "Release, Waiver, Discharge and Covenant" not to sue the Releasees.

In signing the Release, I acknowledge and represent that I have carefully read this Agreement and understand its contents and that I sign this document as my own free act and deed. I further state that I am at least eighteen (18) years of age and fully competent to sign this Agreement; and that I execute this release for full, adequate, and complete consideration fully intending to be bound by the same.

I further state that there are no health-related reasons or problems which preclude or restrict my participation in the lab scanning/ultrasound session, and that I have adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury to me. I recognize that the College is not obligated to provide for any of my medical or medication needs or insurance and that I assume all risk and responsibility for those needs. The College does not warrant or guarantee in any respect the competence of any sonography students or College personnel conducting the lab scanning/ultrasound session. The College also does not warrant or guarantee in any respect the physical condition, or any equipment used in connection with the lab scanning/ultrasound session.

I further agree that this Release shall be construed in accordance with the laws of the State of Mississippi. If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release the validity of the remaining portions shall not be affected thereby.

If I am a College employee, I do not consider the lab scanning/ultrasound session within the course and scope of my employment with Northeast Mississippi Community College.

By signing below I also agree to comply with all College policies and regulations during my participation in the lab scanning/ultrasound session. I understand that the College has the right

to enforce such policies and that I may be dismissed from the lab scanning/ultrasound session at any time for failing to abide by such policies.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A CONSENT TO PARTICPATE AND RELEASE OF ALL CLAIMS AND CAUSES OF ACTION FOR MY INJURY OR DEATH OR DAMAGE TO MY PERSON OR PROPERTY THAT OCCURS WHILE PARTICIPATING IN THE LAB SCANNING/ULTR SOUND SESSION AND IT OBLIGATES ME TO INDEMNIFY THE COLLEGE FOR ANY LIABILITY FOR INJURY OR DEATH OF ANY PERSON AND DAMAGE TO PROPERTY CAUSED BY MY NEGLIGENT OR INTENTIONAL ACT OR OMISSION.

***THIS DOCUMENT MUST BE PRESENTED TO THE SONOGRAPHER AT THE TIME OF THE SCANNING SESSION IN ORDER FOR THE VOLUNTEER TO PARTICIPATE.**

_____ Signature Date

_____ Printed Name

_____ Emergency Contact Phone Number