

University of Missouri College of Veterinary Medicine Student Affiliation Confidentiality Agreement and Release

Student Name: _____

Affiliate Name and Address: _____

Dates of Affiliation Program: _____

This Affiliation Confidentiality Agreement and Release must be signed by student prior to participation in an affiliation program for which University credit is awarded. Failure to have this Agreement and Release signed prior to participation in an affiliation program may result in student's immediate withdrawal from that program with no credit.

- 1) As consideration for being granted permission to participate in an approved affiliation program by the University, Student hereby releases The Curators of the University of Missouri and its employees, agents and representatives, including the College of Veterinary Medicine, the Affiliate and affiliate's employees and agents, and the owners of any animals handled, diagnosed or treated by Student during the affiliation program (hereafter "the Releasees"), of and from any and all claims, demands, damages, actions or causes of action arising from or connected with the handling, diagnosis, or treatment of animals during this affiliation program. This release operates as a specific release by Student of the Releasees herein from any claims, demands, damages, actions or causes of action involving alleged negligent acts or omissions by any of the Releasees in the handling, diagnosis or treatment of animals during this affiliation program.
- 2) Pursuant to Missouri law, an equine activity sponsor, an equine professional, a livestock activity sponsor, a livestock owner, a livestock facility, a livestock auction market, any employee thereof or any other person or corporation shall not be liable for an injury to or the death of a participant resulting from the inherent risks of equine or livestock activities, and except in certain circumstances set forth by Missouri law, no participant or participant's representative shall make any claim against, maintain an action against, or recover from an equine activity sponsor, an equine professional, a livestock activity sponsor, a livestock owner, a livestock facility, a livestock auction market, any employee thereof, or any other person from injury, loss, damage or death of the participant resulting from any of the inherent risks of equine or livestock activities. See Section 537.325 of the Revised Missouri Statutes.
- 3) "Inherent risks of equine or livestock activities" refers to those dangers or conditions which are an integral part of equine or livestock activities, including but not limited to:
 - a. The propensity of any equine or livestock to behave in ways that may result in injury, harm or death to persons on or around it;
 - b. The unpredictability of any equine's or livestock's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals;
 - c. Certain hazards such as surface and subsurface conditions;
 - d. Collisions with other equines, livestock or objects; and

- e. The potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his ability.
- 4) Student acknowledges and agrees that he/she understands that there are risks associated with working with animals in this affiliation program, including but not limited to, risks of injury due to animal bites, kicks or scratches, the risk of an allergic reaction, and the risk of exposure to zoonotic diseases.
- 5) Student expressly agrees that he/ she has had sufficient time and opportunity to ask questions about possible risks of this affiliation program, and that he/she fully understands and assumes the risks associated with working with animals in this affiliation program.
- 6) As additional consideration for participating in an approved affiliation program, Student agrees to maintain the confidentiality of all protected and/or confidential information to which Student may be exposed or have access during the affiliation program, including but not limited to the following: a) client information and medical records; b) business or financial information of Affiliate; c) business practices and procedures of Affiliate; d) practice development or expansion plans; and e) any other information designated by Affiliate as confidential. Student will maintain the confidentiality of all such protected and/or confidential information, except where disclosure of such information is required by applicable law or regulation, or where the owner of such information has expressly authorized Student to disclose the information. Student understands that a breach of this provision may result in disciplinary action being taken by the University with regard to Student.

I acknowledge that I have read the foregoing Confidentiality Agreement and Release, that I understand the provisions of this Agreement and Release, and I agree to comply with all the provisions of this Agreement and Release.

Signature of Student: _____

Date