



AMERICAN SOCIETY OF COLON AND RECTAL SURGEONS PEER SUPPORT PROGRAM

PARTICIPATION AND RELEASE AGREEMENT

I understand that the American Society of Colon and Rectal Surgeons (ASCRS), through its Young Surgeons Committee (YSC), has developed a program, known as the "Peer Support Program" (Program), to respond to questions and offer peer support to ASCRS members on a range of topics, including, without limitation: (i) surgical practice; (ii) medicolegal matters; (iii) billing and reimbursement; (iv) boards, licensure, and credentialing; (v) work-life balance and crisis management; (vi) interpersonal and/or institutional issues; (vii) job search and contract negotiation; and (viii) research and mentorship. YSC members will field questions sent by email and either respond directly or forward the correspondence to another ASCRS member volunteer for reply. Volunteers will follow up by telephone or email and will attempt to respond within 24 business hours of an initial inquiry.

In consideration for the opportunity to participate in the Program and receive information from an ASCRS member volunteer in response to my inquiry, and by signing this Participation and Release Agreement (Agreement), I acknowledge and agree as follows:

1. The views expressed by ASCRS member volunteers are their personal views; do not constitute medical or legal advice; and do not necessarily represent the opinions of ASCRS. ASCRS makes no representations, warranties, or guarantees as to volunteers' expertise and accepts no responsibility for the accuracy, appropriateness, or validity of information provided through the Program.
2. I will rely on any information provided by ASCRS member volunteers at my own risk. I understand that the information I may receive is not to be relied upon as professional opinion or advice, and I will exercise caution in my use of any such information.
3. In my communications, I will comply with the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") and the Security Standards for the Protection of Electronic Protected Health Information ("Security Rule") established by the U.S. Department of Health and Human Services to implement the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").
4. I understand that the ASCRS member volunteers that field and respond to inquiries will exercise reasonable discretion with respect to handling any inquiries received. Nevertheless, I acknowledge and agree that they are under no obligation to maintain the confidentiality of the information I have provided and may, in their reasonable judgment, share that information with other healthcare providers and, in certain circumstances, with state licensing boards, other federal, state or local governmental authorities, or third parties.
5. I will exercise both common sense and courtesy in any messages I transmit, and I will not transmit any defamatory, obscene, or otherwise unprofessional, illegal, or offensive communications.
6. I will not transmit files, articles or other information subject to trademark, copyright, or other proprietary rights, except with the express consent of the owner of the rights.

7. I will not transmit any files, articles or other information or use the Program in any way that could be construed as illegal.

I am participating in the Program voluntarily, and at my own risk, and I hereby waive and release, for myself, my heirs, assigns, personal representatives and next of kin, and forever discharge ASCRS, its directors, officers, agents, employees, members, and representatives, of and from any and all claims, liabilities, actions, damages, costs or expenses of any kind arising out of or relating to any consequence, including, but not limited to, personal or professional injury, disability, death, illness, damage, or loss that I may experience or incur in connection with my participation in the Program.

I have carefully read this Agreement, fully understand that its terms and conditions are contractual and not a mere recital, that I have given up substantial rights by signing it, and that I have signed it freely and voluntarily without inducement.

I agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the United States, and that if any one or more of the provisions contained in this Agreement, for any reason, is held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability will not impact any other provision of this Agreement, and this Agreement will be curtailed, limited or eliminated only to the extent necessary to remove the invalidity, illegality or unenforceability.

I have read the above Agreement and agree to be bound by its terms.

PARTICIPANT'S NAME (PRINT): _____

PARTICIPANT'S SIGNATURE: _____

DATE: ____ / ____ / ____