



## License, Waiver, Release, and Authorization to Use and Disclose Health Information for Case Studies

**We are asking you to let Florida Hospital and your doctors use and release information about your medical condition and treatment for preparing, presenting, and/or publishing a case study.**

- You recently received treatment at Florida Hospital. The doctors involved in your care would like to inform and teach other doctors and healthcare professionals about your medical diagnosis and treatment. To do so, the doctors would like to write a case study. The case study will be submitted to a medical journal for publication or will be submitted to a medical conference for presentation or both. The purpose is to inform and teach other healthcare professionals.

### **What is in the case study?**

- The case study will describe your condition and discuss your health and treatment, including prior health history, present complaints, and laboratory and diagnosis facts.
- The case study may include pictures or images of diagnostic test results, such as x-rays, CT scans, or MRIs. It may include pictures of cells taken from pathology results. It may include pictures of your body that illustrate your medical diagnosis and treatment.
- You grant to Florida Hospital the right to use, re-use, publish and re-publish photographic portraits or pictures of you or your body parts, cells, or diagnostic invasive images, including your face and/or image ("Likeness"), in which your Likeness may be included in whole or in part, whether as a composite or distorted in character or form. The rights granted herein to use your Likeness for the case study shall extend to any reproductions thereof in color or otherwise, made through any medium and in any and all media, and regardless of the manner in which said use is transmitted (e.g., all electronic media and printed material).

### **Privacy of your health information.**

- Federal and state law require Florida Hospital and your doctors to keep health information confidential under most circumstances or unless you authorize a release of information. The federal Privacy Rule may not protect health information that you permit us to disclose to people outside of Florida Hospital. For example, the people who publish the journal are not required to follow the federal Privacy Rule, and once your case study is published or presented, the information in the case study will not be confidential.
- We will not use your name on the case study or on the pictures/images that are put in the case study. If your face can be seen or you have other identifying marks, we will try our best to block out identifying features. However, people who know you may be able to tell who you are.
- The people who publish the journal may know your name because they may require us to give them a copy of this form. They want to be sure that a person who appears in a journal article has given permission to be shown. However, your name will not be used in the article.

### **Letting us use and disclose your information is voluntary.**

- Your participation is completely up to you. You do not have to agree to let us use or release pictures, images or medical information. Your decision (either yes or no) will not affect you being able to get health care at Florida Hospital or payment for your health care. It will not affect your enrollment in any health plan or benefits you get.
- You will receive no payment for being in the case study. You waive any and all rights to the compensation received by Florida Hospital and its assigns from the use of your Likeness or other information published under this form. You waive any and all rights to any claim for payment or royalties in connection with the showing of the photograph, broadcast, or re-broadcast of your Likeness and/or regardless of medium (e.g., broadcast news, print news, seminars, internet news, institutional viewing, newspaper, journals, magazines, brochures, books, etc.).

### **Waiver**

- You waive any right to inspect or approve the finished product or products or other matter containing your Likeness that may be employed in connection with the grant described above. You release and hold harmless Florida Hospital and its assigns from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the capturing and/or processing of your Likeness, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy.

**You have the right to take back your authorization.**

Please write us a letter if you change your mind, and send the letter to: Florida Hospital Office of Research Administration, 601 E. Rollins St., Box #61, Orlando, FL 32803. Please include the name of the physician who requested your permission for the case study.

If you take back your authorization, it will not affect any actions we took before we received your letter. This means that once we have released your information and image to the people who publish the journal, we cannot stop your image from being published, and we cannot take back your information once it has been presented to other doctors or health care professionals.

Florida Hospital reserves the right to assign this Authorization, and all the rights under this Authorization shall bind the new assignee.

**If you sign this form, you are agreeing to let Florida Hospital and your doctors use and give out your health information as described above. You have the right to a signed copy of this Authorization. This Authorization is effective as long as the case study is published, and for all case studies that have been presented.**

You hereby warrant that you are over the age of 18 and have the right to contract in your name, or on behalf of the Patient, if the Patient is a minor child. This Authorization shall be binding on your heirs, legal representatives and assigns, and on the individual (including the individual's heirs, legal representatives and assigns) executing this document on behalf of a minor child.

You confirm by signing below that you have read and understand this Authorization. You have been given the opportunity to ask questions, and all of your questions have been answered to your satisfaction.

\_\_\_\_\_  
Printed Name of Patient

1/21/50  
Date of Birth

\_\_\_\_\_  
Signature of Patient or Legal Representative

8/13/20  
Date

\_\_\_\_\_  
Printed Name of Legal Representative (if applicable)

\_\_\_\_\_  
Description of Authority of Legal Representative (if applicable)