**Testimonials of Health Center Patients: Sample Release[[1]](#footnote-1)**,**[[2]](#footnote-2)**

# By signing this release form, I authorize the [*PCA-HCCN name*] (“PCA-HCCN”) to use any of the following identifying information, which I have personally and directly provided to PCA-HCCN: [[3]](#footnote-3)

# My picture – including photographic, motion picture, and electronic (video) images.

# My voice – including sound and video recordings.

# Information about me – including my name, age, address, employment status, income, and insurance coverage (including Medicare and Medicaid).

# Other information about me and my family that I have provided to PCA-HCCNin writing or during an interview and after signing this release.

# Medical information – but only the medical information that I have voluntarily provided after signing this release.[[4]](#footnote-4)

# I understand that I am allowing PCA-HCCN to use this information in order to [*insert PCA-HCCN mission*].

I hereby grant to PCA-HCCN, its subsidiaries, licensees, successors and assigns, the right to use, publish, and reproduce, for all purposes, my name, pictures of me in film or electronic (video) form, sound and video recordings of my voice, and printed and electronic copy of the information described in sections (1) through (5) above in any and all media including, without limitation, cable and broadcast television and the internet, and for exhibition, distribution, promotion, advertising, sale, press conferences, meetings, hearings, educational conferences and in brochures and other print media. This permission extends to all languages, media, formats and markets now known or hereafter devised. This permission shall continue forever unless I revoke the permission in writing.

I further grant PCA-HCCN all right, title, and interest that I may have in all finished pictures, negatives, reproductions, and copies of the original print, and further grant PCA-HCCN the right to give, sell, transfer, and exhibit the print in copies or facsimiles thereof, for marketing, communications, or advertising purposes, as it deems fit.

I hereby waive the right to receive any payment for signing this release and waive the right to receive any payment for PCA-HCCN using any of the material described in Section (1) through (5) above for any of the purposes authorized by this release. I also waive any right to inspect or approve finished photographs, audio, video, multimedia, or advertising recordings and copy or printed matter or computer generated scanned image and other electronic media that may be used in conjunction therewith or to approve the eventual use that it might be applied.

I hereby release, discharge and agree to hold harmless PCA-HCCN, its agents, representatives, licensees, successors, assigns, employees or any person(s) or corporation(s), acting under its permission or authority, or any person(s) or corporation(s) for whom it might be acting, including any firm publishing and/or distributing the finished product, in whole or in part, from all manner of actions, causes of action, debts, accounts, contracts, claims and demands whatsoever which I or my heirs, executors, administrators or assigns can, shall or may have at any time as a result of any act, matter or thing whatsoever arising out of or in connection with the consent and authorization given by me in the release.

I further agree that PCA-HCCN may permit others to use and license others to use the aforementioned information.

I acknowledge that I have read the foregoing and I fully understand the contents.

**IN WITNESS WHEREOF,** I have executed this release on this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 201\_.

Print Name: Telephone Number:

Address: Signature:

City/State/Zip:

(If release is provided on behalf of a minor:)

I hereby certify that I am the parent or guardian of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, who is under the age of eighteen years, to whom this release applies and that I have the legal authority to execute this release. I approve the foregoing and agree that we both shall be bound thereby.

Parent/Guardian: Telephone Number:

Address: Signature:

City/State/Zip:

Witness: Telephone Number:

Address: Signature:

City/State/Zip:

1. The Authors of these materials include attorneys at the law firm of Feldesman Tucker Leifer Fidell LLP. The sample documents offer general guidance based on federal law and regulations and do not necessarily apply to all PCAs-HCCNs under all facts and circumstances. Further, these materials do not replace, and are not a substitute for, legal advice from qualified legal counsel. [↑](#footnote-ref-1)
2. This Sample Release is intended for PCA-HCCN use only. Health centers seeking such a release form may need to consider additional legal factors. [↑](#footnote-ref-2)
3. If a PCA-HCCN is a covered entity, the individual must also sign a HIPAA-compliant authorization for the release of any of his or her identifying information. If the PCA-HCCN is not a covered entity, a HIPAA-compliant authorization from the individual is not necessary. [↑](#footnote-ref-3)
4. The PCA-HCCN is a covered entity, add the following clause to the end of this sentence, “and only in accordance with my signed PCA-HCCN HIPAA authorization.” [↑](#footnote-ref-4)