



INDEMNITY AND HOLD HARMLESS AGREEMENT

- A. _____ (Insert the name) (the Agency) agree(s) to indemnify and hold harmless Miami-Dade County (County) and the Public Health Trust (the Trust) and their officers, employees, agents or instrumentalities (the indemnified parties), from any and all claims, liabilities, demands, suits, causes of actions or proceedings of any kind or nature, losses or damages including attorneys’ fees and costs of defense, which the indemnified parties may incur arising out of the negligence, error, omission, intentional acts, or other cause arising out of or resulting from the use of the Medical Examiner facilities by the Agency, its students, faculty, employees, or others affiliated or associated with the Agency. The obligation to indemnify and hold harmless specifically includes claims, liabilities, demands, suits, causes of actions or proceedings arising from the negligent acts or omissions of the indemnified parties. The Agency shall pay claims and losses in connection with the all of the foregoing and shall investigate and defend all claims, suits, or actions of any kind or nature, including appellate proceedings in the name of the applicable indemnified party, and shall pay all costs and judgments and attorney’s fees which may issue thereon. The parties agree that this agreement, and its underlying obligations, will be construed under Florida law. The Agency further agrees not to contest jurisdiction nor venue in the courts situated in Miami-Dade County, Florida.
- B. In addition, the **Agency agrees to maintain during the term of this Agreement, liability insurance with a single limit of liability of no less than One Million Dollars (\$1,000,000).** A Certificate of Insurance or other acceptable documentation evidencing compliance with this paragraph shall be filed with the County and **a copy should be attached to this agreement.**
- C. The Agency further agrees that in no event shall the Agency, its students, faculty, employees, Trustees or agents be considered to be students, faculty, employees, Trustees, or agents of the Medical Examiner Department, or otherwise, of Miami-Dade County. Additionally, in no event shall Medical Examiner employees be considered to be employees, agents or officers of the Agency.
- D. The undersigned hereby represents and warrants that he/she has full and legal authorization to enter into this agreement.

Signature

Date

Title



**Miami-Dade County Medical Examiner Department
Forensic Morgue Bureau – Visitor/Intern Guidelines
And Release and Waiver of Liability Agreement**

Dear Morgue Bureau Visitor:

Welcome to the Miami-Dade County Medical Examiner Department. During your visit and internship you will have an opportunity to observe firsthand the process of Medico-legal death investigation.

As an intern you will need to understand the sensitive nature of what you will witness. The autopsy, which is similar to a surgical procedure, is but one tool that helps us understand cause and manner of death. Bear in mind that the decedents being autopsied deserve the same respect that you would wish accorded to members of your own family. In addition, our staff requires quiet to perform their work safely and accurately. Therefore you should refrain from loud talking and joking.

Because of the nature of an autopsy, you will be required to wear protective gear. It is important that this gear be worn properly all the time that you are in the morgue/autopsy area. It is your responsibility to ensure that you have, and are wearing, the appropriate protective gear. For your personal safety you should not approach closely to the autopsy table unless instructed to do so. Our staff will inform you of a reasonable distance to maintain.

We appreciate your interest in the work of forensic pathology and trust that your internship will be a valuable one.

The Morgue Bureau Staff

RELEASE and WAIVER OF LIABILITY AGREEMENT

I, _____ (print name), understand that as an intern and a visitor to the Miami-Dade Medical Examiner Department I am not covered by County health insurance benefits or by County Workman’s Compensation. I have read the visitor guidelines and agree to display proper decorum and to assume full responsibility for my conduct. Since I may be exposed to various potential pathogens, I will wear protective clothing, including gown, mask, shoe covers and eye protection while in the morgue. Should I sustain any injury during my visit, I will immediately report the matter to the Morgue Bureau supervisor.

Further, I, THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Miami-Dade County, the Public Health Trust, and each of their officers and employees, all for the purposes herein referred to as “Releasees,” from all liability to the undersigned, his or her personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the Releasees or otherwise while the undersigned is in or upon the facilities of Miami-Dade County Medical Examiner Department or in any way arising out of the internship and/or a tour, a visit, or the operation of that Department.

THE UNDERSIGNED further HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of Releasees or otherwise while in or upon the facilities of Miami-Dade County Medical Examiner Department or while participating in the internship and/or a tour, a visit, or the operation of that Department.

THE UNDERSIGNED further expressly acknowledges and agrees that the activities of the event and internship can be dangerous and involve the risk of serious injury and/or death and/or property damage. THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

Signature

Date

CERTIFICATION OF COMPLIANCE

In conjunction with the filming of activities of a project _____ (NAME OF COMPANY) on the topic of _____ (INSERT TOPIC), _____ (NAME OF COMPANY), a multi-media production company, through its undersigned representative, certifies as follows:

- ❖ _____ (NAME OF COMPANY), through its undersigned representative, has been provided with a copy of Florida Statute 406.135.
- ❖ The undersigned certifies on behalf of _____ (NAME OF COMPANY), that he/she has read Florida Statute 406.135. _____ (NAME OF COMPANY), its agents, servants, employees, and/or representatives, will each and all comply with the provisions of that statute.
- ❖ The undersigned certifies on behalf of _____ (NAME OF COMPANY), its agents, servants, employees, and/or representatives, that each and all of them, will neither: a) film or record any decedent or autopsy of any Medical Examiner case from the Miami-Dade County Medical Examiner Department; nor b) view, use, include, or show, as any part of any film, recording or video, any autopsy or decedent photos, recordings or videos in the custody of the Medical Examiner Department. The Medical Examiner may, but need not, waive this provision, if a valid signed approval and release has been obtained from the decedent's next of kin.

PRINT NAME

DATE

SIGNATURE

TITLE

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

On this _____ day of _____, 20____, before me Personally appeared _____, and hereby acknowledges that he/she executed this instrument voluntarily.

_____ Known to me and presented no identification.

_____ Not known to me and presented _____ as identification

Notary Public, State of Florida at Large

406.135 Autopsies; confidentiality of photographs and video and audio recordings; exemption.--

(1) A photograph or video or audio recording of an autopsy in the custody of a medical examiner is confidential and exempt from the requirements of s. [119.07](#)(1) and s. 24(a), Art. I of the State Constitution, except that a surviving spouse may view and copy a photograph or video or listen to or copy an audio recording of the deceased spouse's autopsy. If there is no surviving spouse, then the surviving parents shall have access to such records. If there is no surviving spouse or parent, then an adult child shall have access to such records. However, the deceased's surviving relative, with whom authority rests to obtain such records, may designate in writing an agent to obtain such records. A local governmental entity, or a state or federal agency, in furtherance of its official duties, pursuant to a written request, may view or copy a photograph or video or may listen to or copy an audio recording of an autopsy, and unless otherwise required in the performance of their duties, the identity of the deceased shall remain confidential and exempt. The custodian of the record, or his or her designee, may not permit any other person, except an agent designated in writing by the deceased's surviving relative with whom authority rests to obtain such records, to view or copy such photograph or video recording or listen to or copy an audio recording without a court order. For the purposes of this section, the term "medical examiner" means any district medical examiner, associate medical examiner, or substitute medical examiner acting pursuant to this chapter, as well as any employee, deputy, or agent of a medical examiner or any other person who may obtain possession of a photograph or audio or video recording of an autopsy in the course of assisting a medical examiner in the performance of his or her official duties.

(2)(a) The court, upon a showing of good cause, may issue an order authorizing any person to view or copy a photograph or video recording of an autopsy or to listen to or copy an audio recording of an autopsy and may prescribe any restrictions or stipulations that the court deems appropriate. In determining good cause, the court shall consider whether such disclosure is necessary for the public evaluation of governmental performance; the seriousness of the intrusion into the family's right to privacy and whether such disclosure is the least intrusive means available; and the availability of similar information in other public records, regardless of form. In all cases, the viewing, copying, listening to or other handling of a photograph or video or audio recording of an autopsy must be under the direct supervision of the custodian of the record or his or her designee.

(b) A surviving spouse shall be given reasonable notice of a petition filed with the court to view or copy a photograph or video recording of an autopsy or a petition to listen to or copy an audio recording, a copy of such petition, and reasonable notice of the opportunity to be present and heard at any hearing on the matter. If there is no surviving spouse, then such notice must be given to the deceased's parents, and if the deceased has no living parent, then to the adult children of the deceased.

(3)(a) Any custodian of a photograph or video or audio recording of an autopsy who willfully and knowingly violates this section commits a felony of the third degree, punishable as provided in s. [775.082](#), s. [775.083](#), or s. [775.084](#).

(b) Any person who willfully and knowingly violates a court order issued pursuant to this section commits a felony of the third degree, punishable as provided in s. [775.082](#), s. [775.083](#), or s. [775.084](#).

(c) A criminal or administrative proceeding is exempt from this section, but unless otherwise exempted, is subject to all other provisions of chapter 119, provided however that this section does not prohibit a court in a criminal or administrative proceeding

upon good cause shown from restricting or otherwise controlling the disclosure of an autopsy, crime scene, or similar photograph or video or audio recordings in the manner prescribed herein.

(4) This exemption shall be given retroactive application.

(5) The exemption in this section is subject to the Open Government Sunset Review Act of 1995 in accordance with s. [119.15](#), and shall stand repealed on October 2, 2006, unless reviewed and saved from repeal through reenactment by the Legislature.

History.--s. 1, ch. 2001-1; s. 1, ch. 2003-184.