

# RECORDS RELEASE AUTHORIZATION

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This Records Release Authorization (this "**Authorization**") is made as of [EFFECTIVE DATE] by [INDIVIDUAL OR ENTITY GRANTING THE AUTHORIZATION, LEGAL NAME], of [ADDRESS] (the "**Authorizing Party**"), and directs the release of the records described below.

The party that currently holds the records is [HOLDING PARTY / CUSTODIAN LEGAL NAME], of [ADDRESS] (the "**Custodian**"). The party authorized to receive the records is [RECIPIENT LEGAL NAME], of [ADDRESS] (the "**Recipient**").

**Recitals.** The Custodian maintains records concerning the Authorizing Party, or concerning a person or matter for whom the Authorizing Party has legal authority to act. The Authorizing Party wishes to authorize the Custodian to disclose specified records to the Recipient. This Authorization is given knowingly and voluntarily, and is intended to satisfy the consent requirements that apply to the release of these records under applicable law. In consideration of the mutual understandings below, the Authorizing Party agrees and directs as follows.

## 1. Identity and Authority of the Authorizing Party

**1.1 Authorizing Party.** The Authorizing Party is the individual or entity identified above. If the Authorizing Party is signing on behalf of another person or entity (the "**Subject**"), the Authorizing Party represents that it holds the legal authority to authorize this release, whether as the Subject, a parent or legal guardian, an agent under a valid power of attorney, an executor or administrator of an estate, or another authorized representative.

**1.2 Subject of the records.** The records released under this Authorization concern [SUBJECT NAME / "the Authorizing Party"], [DATE OF BIRTH OR OTHER IDENTIFIER, IF APPLICABLE] (the "**Subject**").

**1.3 Representation of authority.** The Authorizing Party represents that the information it provides to identify itself, the Subject, the Custodian, and the Recipient is accurate, and that it has not been told that its authority to act has been revoked, suspended, or limited.

**1.4 Capacity.** The Authorizing Party signs this Authorization freely, is of legal age and sound mind, and understands the nature and consequences of releasing the records described in Section 2.

## 2. Records Authorized for Release

**2.1 Records covered.** The Authorizing Party authorizes the Custodian to release the following records to the Recipient (the "**Records**"): [DESCRIBE THE RECORDS — e.g., complete client file, billing records, account statements, correspondence, reports dated between [START DATE] and [END DATE]].

**2.2 Format of release.** The Records may be released in [PAPER / ELECTRONIC / EITHER FORMAT], by [MAIL / SECURE ELECTRONIC TRANSFER / IN-PERSON PICKUP / AS THE CUSTODIAN REASONABLY DETERMINES].

2.3 **Sensitive categories.** Some categories of information may carry heightened protection under applicable law and may require separate, specific authorization. The Authorizing Party **[DOES / DOES NOT]** authorize the release of records that fall within such heightened-protection categories, including **[SPECIFY, e.g., records the Authorizing Party wishes to exclude]**. If any such category is excluded, the Custodian should withhold or redact those portions.

2.4 **Exclusions.** Notwithstanding Section 2.1, the following are excluded from this Authorization and must not be released: **[LIST ANY EXCLUDED RECORDS, OR STATE "NONE"]**.

### 3. Purpose and Permitted Use

3.1 **Purpose.** The Records are being released for the following purpose: **[STATE PURPOSE — e.g., transfer to a new provider, review by a designated professional, support of a claim or application]**.

3.2 **Limited use.** The Recipient is authorized to use the Records only for the stated purpose. The Authorizing Party requests that the Recipient not further disclose the Records except as necessary to carry out that purpose or as required by law.

3.3 **No broader waiver.** This Authorization permits disclosure of the specified Records only. It is not a waiver of any privilege, confidentiality protection, or right beyond what is necessary to release the Records to the Recipient for the stated purpose.

### 4. Term, Expiration, and Revocation

4.1 **Effective period.** This Authorization is effective on the date signed and remains in effect until **[EXPIRATION DATE OR EVENT — e.g., one year from the date of signature, or completion of the stated purpose]**, unless revoked earlier under Section 4.2.

4.2 **Right to revoke.** The Authorizing Party may revoke this Authorization at any time by delivering written notice of revocation to the Custodian. Revocation takes effect when the Custodian receives it and does not affect any disclosure the Custodian already made in reliance on this Authorization before receiving the revocation.

4.3 **Effect of expiration.** After this Authorization expires or is revoked, the Custodian should not release further Records in reliance on it, and the Recipient should make no further request under it.

### 5. Fees and Delivery

5.1 **Reasonable fees.** The Custodian may charge a reasonable fee for locating, copying, and delivering the Records, to the extent permitted by applicable law. Any such fee is the responsibility of **[AUTHORIZING PARTY / RECIPIENT / AS AGREED]**.

5.2 **Timing.** The Custodian is requested to release the Records within **[NUMBER]** days after receiving this Authorization, or within the time required by applicable law, whichever is shorter.

5.3 **Delivery details.** The Records should be delivered to: **[RECIPIENT NAME, DELIVERY ADDRESS, EMAIL, OR SECURE PORTAL]**.

### 6. Acknowledgments and Limitations

6.1 **Voluntary release.** The Authorizing Party understands that this release is voluntary and that the Authorizing Party is not required to sign it, except where a release is a lawful condition of a benefit or service the Authorizing Party is seeking.

**6.2 Redisclosure risk.** The Authorizing Party understands that once the Records are released, the Recipient may be subject to different confidentiality rules, and that the Records could in some circumstances be redisclosed and no longer protected by the rules that applied while the Custodian held them.

**6.3 No legal advice.** The Authorizing Party understands that the Custodian and the Recipient are not providing legal advice in connection with this Authorization and that the Authorizing Party may consult an attorney before signing.

**6.4 Reliance.** The Custodian and the Recipient may rely on a signed copy, electronic copy, scanned copy, or facsimile of this Authorization to the same extent as the original.

**7. General Provisions**

**7.1 Governing law.** This Authorization is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules, and by any applicable federal or sector-specific law governing the release of the Records.

**7.2 Compliance with law.** Nothing in this Authorization requires the Custodian to release Records in a manner that would violate applicable law. Where law imposes additional consent, notice, or procedural requirements, those requirements control.

**7.3 Severability.** If any provision of this Authorization is found unenforceable, the remaining provisions remain in effect, and the unenforceable provision will be limited or modified to the minimum extent necessary to make it enforceable.

**7.4 Entire understanding.** This Authorization states the entire understanding of the Authorizing Party regarding the release of the Records and supersedes any prior oral or written authorization on the same subject, except as required by law.

**7.5 Counterparts and electronic signature.** This Authorization may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one document.

**IN WITNESS WHEREOF**, the Authorizing Party has executed this Records Release Authorization as of the date written below.

AUTHORIZING PARTY	WITNESS / NOTARY (if required)
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title / Relationship to Subject: [TITLE OR N/A]	Title: [TITLE OR N/A]
Date: _____	Date: _____

**Acknowledged by Custodian (optional):**

CUSTODIAN
Signature: _____

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Printed name: **[NAME]**

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Title: **[TITLE OR N/A]**

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Date: \_\_\_\_\_

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