

Effective 5/10/2016

26-21-303 Monitoring device -- Installation, notice, and consent -- Liability.

- (1) A resident or the resident's legal representative may operate or install a monitoring device in the resident's room if the resident and the resident's legal representative, if any, unless the resident is incapable of informed consent:
 - (a) notifies the resident's facility in writing that the resident or the resident's legal representative, if any:
 - (i) intends to operate or install a monitoring device in the resident's room; and
 - (ii) consents to a waiver agreement, if required by a facility;
 - (b) obtains written consent from each of the resident's roommates, and their legal representative, if any, that specifically states the hours when each roommate consents to the resident or the resident's legal representative operating the monitoring device; and
 - (c) assumes all responsibility for any cost related to installing or operating the monitoring device.
- (2) A facility shall not be civilly or criminally liable to:
 - (a) a resident or resident's roommate for the operation of a monitoring device consistent with this part; and
 - (b) any person other than the resident or resident's roommate for any claims related to the use or operation of a monitoring device consistent with this part, unless the claim is caused by the acts or omissions of an employee or agent of the facility.
- (3) Notwithstanding any other provision of this part, an individual may not, under this part, operate a monitoring device in a facility without a court order:
 - (a) in secret; or
 - (b) with an intent to intercept a wire, electronic, or oral communication without notice to or the consent of a party to the communication.

Enacted by Chapter 141, 2016 General Session