



OFFICE OF THE VICE PRESIDENT
FOR STUDENT LIFE AND ENROLLMENT MANAGEMENT

STUDENT SERVICE CENTER
PRINCESS ANNE, MD 21853-1299

OFFICE: (410) 651-6687
FAX: (410) 651-8148

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for receiving permission to participate in **activities sponsored by any/all officially recognized administrative department(s) and/or organization(s) on the campus of the University of Maryland Eastern Shore for the current fiscal year**, I hereby **RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE**, the University of Maryland Eastern Shore, the University System of Maryland, the State of Maryland, their officers, agents, servants, or employees hereinafter referred to as **RELEASEES**) from any and all liability, claims, demands, actions and causes of action whatsoever arising out or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES**, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.
2. I am fully aware of the unusual risks involved and hazards connected with this activity, including but not limited to travel risks and/or other risks associated with the activity itself. I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. **I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH**, that may be sustained by me, or any loss or damage of property owned by me, as a result of being engaged in such activity, **WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE**.
3. I further hereby **AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES** from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, **WHETHER CAUSED BY NEGLIGENCE OF RELEASEES** or otherwise.
4. I understand that the University of Maryland Eastern Shore does not maintain any insurance policy, other than fleet insurance coverage, covering any circumstance arising from my participation in this event or any activity associated with or facilitating that participation. As such, I am aware that I should review my personal insurance portfolio.
5. It is my express intent that this **Waiver of Liability and Hold Harmless Agreement** shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative if I am deceased, and shall be deemed as a **RELEASE, WAIVER DISCHARGE AND COVENANT NOT TO SUE** the above named **RELEASEES**. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Maryland.
6. **IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT** I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by the same.

Signed on this _____ day of _____ Current Fiscal Year: Spring 200_____ Fall 200_____

PARTICIPANT:

Printed Name

Signature

If participant is under the age of 18, Parent/Guardian consents to the minor’s participation in the event, consents for the University of Maryland Eastern Shore to seek reasonable and necessary medical treatment for participants during such events or associated activities, and agrees to be responsible for any cost of such treatment.

Parent/Guardian Signature

Date