

LIABILITY RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE FOR ACTIVITY PARTICIPATION AND LOCAL TRAVEL

This Release is executed by _____ whose

Full Legal Name of Participant

address is _____, in release of the

Full Address

University of Maryland, Baltimore County (together with other specified parties, collectively referred to in Article 1 within this Agreement as UMBC).

1.0 Assumption of Risk and Release from Liability \ Expression of Desire to Participate

I desire to participate in the _____ activity/trip ("Activity"), to be held during the period _____, and I fully understand and appreciate the _____

[beginning and end dates]

dangers, hazards, and risks inherent in local/domestic travel and/or other endeavors related to the Activity. Knowing the dangers, hazards, and risks of such travel and activities, and in consideration of desiring to participate in the Activity, on behalf of myself, my family, heirs, and personal representative(s), **I, the undersigned, agree to assume all the risks and responsibilities surrounding my participation in the Activity and the transportation; and in advance I hereby release, waive, forever discharge, and covenant not to sue UMBC and/or specifically the UMBC _____ (organization or department offering the Activity), the officers, agents, faculty, and employees of either organization, the University System of Maryland, its Board of Regents, and the State of Maryland (all of whom are collectively called UMBC in later references within this agreement), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature that I may have or that may hereafter accrue to me, arising out of or related to any loss, damage, or injury, including, but not limited to, suffering and death, _____ that may be sustained by me or by any property belonging to me, whether caused by the negligence or carelessness of UMBC, or otherwise, while participating in the Activity. It is my express intent that this assumption of risk, release and hold harmless agreement shall bind me, the members of my family and spouse, if I am alive, and my estate, family, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as a "Release, Waiver, Discharge and Covenant Not to Sue" UMBC ("Release").**

2.0 Non-availability of Medical Assistance

I understand and agree that UMBC assumes no responsibility for providing any medical assistance or for any injury or damage which might arise out of or in connection with any medical emergency.

3.0 Governing Law and Enforceability

I further agree that this Release shall be construed in accordance with the laws of the State of Maryland. If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release, or in conflict with any law governing this Release, the validity of the remaining portions shall not be affected thereby.

Initials of Participant _____ (Page 1 of 2)

4.0 Consent and Capacity to Execute Agreement

In signing this Release, I acknowledge and represent that I have fully informed myself of the content of this Release, Waiver, Discharge and Covenant Not to Sue by reading it before I sign it, and that I have reviewed it and understand what it means and no oral representations, statements, or inducements, apart from the foregoing written statement, have been made. I further state that I have no health-related reasons or problems which preclude or restrict my participation in this Activity, and that I have adequate health insurance necessary to provide for and pay any medical costs that may be attendant as a result of injury to me.

I further state that I am at least eighteen (18) years of age and fully competent to sign this Agreement; and that I execute this Release, Waiver, Discharge and Covenant Not to Sue for full, adequate, and complete consideration fully intending for myself, and for my family, estate, heirs, administrators, personal representatives, or assigns to be bound by the same.

IN WITNESS WHEREOF, I have executed this release this _____ day of _____, 20____.

THIS IS A RELEASE OF LEGAL RIGHTS. READ AND BE CERTAIN YOU UNDERSTAND IT BEFORE SIGNING.

ACTIVITY PARTICIPANT:

(Signature)

(Printed Name)

(Date)

Witness:

(Signature)

(Printed Name)

(Date)