

**UMBC SUMMER ENRICHMENT ACADEMY
WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT (ADULT)**

- 1.0 In consideration of being permitted to participate in the **UMBC Summer Enrichment Academy** to be held during the period of **2023** through **2024**, I, the undersigned, hereby in advance release, waive, discharge, and covenant not to sue the University of Maryland, Baltimore County (UMBC), the University System of Maryland, the State of Maryland, their officers, agents, servants, faculty, administrators, employees, and students acting as such (collectively, "Releasees") from and against any and all liability for any harm, injury, damage, claims, actions, causes of action, costs, demands, and expenses of any nature whatsoever which I may have or which 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 to any property belonging to me, whether caused by the negligence or carelessness of the Releasees, or otherwise, while participating in the Experience, or while in, on, upon, or in transit to or from the premises where the Experience is being conducted including, but not limited to, field trips as part of the Experience.
- 2.0 I attest that I have complete knowledge of all the risks, dangers, and hazards of the Experience, including other activities taken as an adjunct thereto and/or travel risks. As evidence of my subjective knowledge of the Experience, obtained prior to the commencement of the Experience, I understand that when a risk of the Experience manifests, it may result in injury (minor, serious, or mortal) to me and/or damage to my property. Knowing and understanding the risks of the Experience, nevertheless, I hereby and knowingly agree to assume those risks and to release and hold harmless the Releasees who through negligence or carelessness or otherwise might be liable to me (or my heirs or assigns) for damages.
- 3.0 I understand and agree that Releasees will not assist me with or prevent me from self-administering prescription or non-prescription medication. Any action or inaction of Releasees shall be subject to the terms of this **WAVIER OF LIABILITY AND HOLD HARMLESS AGREEMENT**. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with my self-administration of medication.
- 4.0 I understand and agree that Releasees do not have medical personnel available at the location(s) of the Experience. I understand and agree that Releasees are granted permission to authorize emergency medical treatment, if necessary, and that such action by Releasees shall be subject to the terms of this **WAVIER OF LIABILITY AND HOLD HARMLESS AGREEMENT**. I understand and agree that Releasees assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.
- 5.0 It is my express intent that this **WAVIER OF LIABILITY AND HOLD HARMLESS AGREEMENT** shall bind the members of my family and spouse, if I am alive, and my estate, heirs, administrators, personal representatives, or assigns, if I am deceased, and shall be deemed as a release, waiver, discharge, and covenant not to sue the above-named Releasees. I further agree to save and hold harmless, indemnify, and defend Releasees from any claim by me, or my family, arising out of my participation in the Experience.
- 6.0 I agree that this **WAVIER OF LIABILITY AND HOLD HARMLESS AGREEMENT** shall be governed in all respects by the laws of the State of Maryland without reference to its conflicts of laws principles. I expressly consent and submit to the exclusive jurisdiction of any court of competent jurisdiction in the State of Maryland.

7.0 I agree that each provision of WAVIER OF LIABILITY AND HOLD HARMLESS AGREEMENT shall be deemed to be a separate, severable, and independently enforceable provision. The invalidity or breach of any provision shall not cause the invalidity or breach of the remaining provisions, which shall remain in full force and effect.

I acknowledge and represent that I have **READ** the foregoing **WAVIER 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 **WAVIER OF LIABILITY AND HOLD HARMLESS AGREEMENT**, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this **WAVIER OF LIABILITY AND HOLD HARMLESS AGREEMENT** for full, adequate, and complete consideration fully intending to be bound by the same.

Participant's Printed Name: _____

Participant's Signature: _____

Date: _____