

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

I, a ☐ student ☐ faculty ☐ employee ☐ volunteer ☐ guest at the Notre Dame of Maryland University (the “University”), have chosen to participate in the following activity (“the Activity”): [Describe the Activity and identify the “Sponsor or Host Agency” if applicable]

This waiver, acknowledgement, release and indemnity agreement supplements all other waivers, releases, acknowledgements and agreements that I have executed with regard to the Activity and to the extent that they are not inconsistent, incorporates their provisions as if fully set forth herein.

Acknowledgement of Risks. I acknowledge that I am familiar with the risks and dangers inherent in this Activity, including the risk of physical harm, illness, loss of life, and damage or loss of property. I have voluntarily and on my own initiative elected to participate in this Activity. [Optional: Risks include, by way of example only and not an exclusive list:

_____.]

[Option: Sponsor or Host Agency]

Sponsor/Host Agency. I understand that the University does not represent or act as a partner or agent for the Sponsor or Host Agency for whom my service will be performed in connection with the Activity. **I further understand and agree that the University, its trustees, officers, employees and agents are not responsible or liable for (i) any injury, damage, loss, accident, delay or other irregularity which may be caused or contributed to by the negligent acts or omissions or default by the Sponsor or Host Agency or any company or person engaged in providing or performing services in connection with the Activity that is not an employee or agent of the University, or (ii) any disruption of travel arrangements or any additional expense that may be incurred as a result thereof. Initial_____.**

Health and Safety. I certify that I have or will consult with a medical doctor with regard to my personal medical needs, and to obtain the required immunization, if any, associated with the Activity. I further certify that I have no health related issues that may prevent or be impacted by my participation in the Activity. I understand that I may be required to pay up front for any medical expenses that I incur while traveling domestically or internationally, and that I am responsible for obtaining and paying for medical insurance with coverage adequate for the Activity and submitting any medical receipts to my insurance carrier upon my return. I recognize that the University is not obligated to pay for or attend to any of my medical needs, and I assume the risk therefore. Initial_____.

Conduct. I agree to abide by the individual and group standards appropriate to the cultural setting of the Activity, including local laws and standards of conduct, and to comply with any rules and

regulations regarding behavior promulgated by the University, whether or not such rules and regulations are specific to the Activity. Furthermore, I give the University permission to communicate with Sponsor or Host Agency regarding performance and conduct during the Activity.

Transportation. I understand that in order to perform the Activity I may require transportation. **I understand that the University does not provide automobile liability insurance for vehicles that it does not own or lease; I understand that automobile liability insurance is the responsibility of the person owning the vehicle.** In the event that I use a vehicle owned, rented, or leased by the University, I agree to abide by all of the University's policies regarding the use of its vehicles and to obtain and successfully complete the University's standard vehicle training prior to my first use of such vehicle(s).

Unrelated Activity. I acknowledge that the University accepts no responsibility, in whole or in part, for delays, loss, damage, injury, or illness to person or property whatsoever, caused to or suffered by me or others as a result of my participation in another activity that I make independent of the Activity.

[Option: Image]

Image. I give the University permission to reproduce and use for educational or promotional purposes any and all photographs, videos, movies, or sound recordings taken of me during my participation in the Activity. Initial_____.

Legal Issues. I will assume responsibility for any legal issues or problems that I encounter. The University is not responsible for providing any assistance under such circumstances.

Assumption of the Risk Release and Indemnity. I acknowledge, agree and understand the risks enumerated above and others. I personally and on behalf of my family, heirs and Personal Representative(s), voluntarily and in consideration of the opportunity to participate in the Activity, give up my rights to hold the University, its trustees, officers, employees and agents, liable for any injuries, accident, illness, loss or damage that I may suffer during my participation and agree to release, indemnify, defend and save the University its trustees, officers, employees and agents harmless from any claims, causes of action, damages and expenses that I may incur or suffer arising out my participation on the Activity unless caused directly by the University's intentional misconduct or gross negligence.

By signing below, I acknowledge that I have carefully read this Waiver, Acknowledgement and Release and understand it. I also agree that it will be governed by the law of Maryland. If any portion is deemed invalid, the remaining shall be deemed in full force and effect.

If I am under (18) of age, a parent/guardian must sign this statement with me, acknowledging reading and understanding this document, consenting to the terms of the agreement and assuming all of my financial obligations hereunder.

Signature of Participant

Date

Printed Name

Signature of Parent/Guardian (if participant is under 18)*

Date

Parent/Guardian: Please read this document thoroughly and carefully so that you fully understand participant's rights and obligations hereunder as well as your responsibilities as a signatory. **If you have any questions please contact the University representative.**