

# ASSUMPTION OF RISK, INDEMNIFICATION, AND RELEASE

**Name of Applicant:** \_\_\_\_\_

**Program:** \_\_\_\_\_

**Location:** \_\_\_\_\_

In consideration for my participation in the specified Program (“the Program”), I hereby agree as follows:

1. **Risks:** I understand that participation in the Program offered by the University of Baltimore (“UBalt”) involves risks not found in study at the University. These risks include, but are not limited to, travel to, within, and returning from the Program; inclement weather; food borne illness; physical exertion and activity; hiking injuries, including heat exhaustion, heat stroke, hypothermia, frost bite, strained muscles, broken bones, animal bites, snake bites, and injuries associated with falling off of a mountain; gardening risks, such as exposure to a wide variety of plants and insects, mishaps with gardening tools, and falling limbs; exposure to cleaning chemicals; exposure to dangerous items discarded, legally or illegally, in a landfill; inadequate disability access; disease; contact with acidic waterways; unstable terrain from abandoned mine shafts; construction-related activities; exposure to lead and mold; lack of or poor medical treatment; criminal activity, including, but not limited to theft, assault, and hate crimes; and other circumstances that could threaten my health and safety. I acknowledge that these risks may expose me to personal injury, emotional trauma, illness, disability, death, losses, or damage to property, any of which may occur from known or unknown causes.

2. **Health and Safety:**

- A. I am aware of all applicable personal medical needs for myself. I have arranged through insurance to meet any and all needs for payment of medical costs while I participate in the Program. I recognize that UBalt is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility therefore.
- B. If I require medical treatment or hospital care during the Program, the University is not responsible for the cost or quality of such treatment or care, and I hereby release UBalt, the University System of Maryland (“USM”), the State of Maryland, and their members, officers, agents, employees, successors and assigns, and any other persons or entities acting on their behalf (“the Releasees”) from any responsibility or liability for any expense that I may incur due to injuries, sickness, or death.
- C. I authorize the University, its employees, and its agents to administer first aid to me or to seek emergency medical services on my behalf. I release the Releasees from any responsibility or liability with respect to the selection of healthcare providers and facilities, the quality of healthcare, transportation to and from a healthcare facility, and the negligent administration of First Aid.

3. **Standards of Conduct:**

- A. I understand that localities have their own laws and standards of acceptable conduct which may differ from the laws of the State of Maryland. I will become informed of, and will abide by, all laws and standards of conduct that may apply during the Program. I recognize that my failure to abide by local law may result in fines or imprisonment. I understand that the Releasees will not represent me if I am arrested for violating these laws.
- B. I am familiar with UBalt’s rules and regulations, including the UBalt Code of Conduct. I will comply with all UBalt rules and regulations. I agree that the University has the right to enforce the standards

of conduct described above, in its sole judgment, and that it will impose sanctions, up to and including expulsion from the Program, for violating those standards. I recognize that due to the circumstances of off-campus study programs, I will not be entitled to due process until I return to UBalt. If I am expelled from the Program, I consent to being sent home immediately, at my own expense, without due process and with no refund of fees, costs or expenses.

4. **Cancellation:** UBalt reserves the right to cancel or modify the Program, before or during its operation, for any reason, including but not limited to emergencies, low enrollment, unavailable facilities, insufficient personnel, or other reasons.
5. **Release and Indemnity:** I understand that UBalt cannot guarantee a safe and risk-free trip. I have made my own investigation concerning the risks of participation in the Program, and I am willing to accept risks described herein, the risks I have discovered during my independent investigation, and any unknown risks that may arise. I agree for myself, my estate, heirs, personal representatives, administrators, and assigns, to assume all the risks surrounding my participation in the program. I knowingly and voluntarily release and discharge, covenant not to sue, indemnify, and hold harmless the Releasees from and against any and all claims, demands, causes of action, damages, losses, costs or expenses (including attorneys' fees), arising from or relating in any way to my participation in the Program, whether cause by negligence of the Releasees or otherwise.
6. **Photo/Video Release:** I hereby fully release to the University the use of my image in any photograph or video footage that is taken during the Program. My image may be used without restriction for the benefit of the University in print, email, and web format. I agree that all rights to the photograph(s) and video(s) containing my image belong exclusively to UBalt, and that UBalt alone is entitled to any royalties, proceeds, or other benefits derived from the use of my image.
7. **Governing Law:** This agreement is governed by the laws of the State of Maryland.
8. **Choice of Venue:** The parties designate the State of Maryland as the venue and jurisdiction for the resolution of any dispute that might arise as a result of participation in the Program.
9. **Severability:** If any provision of this agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or applications.

I have carefully read this Release Form before signing it. I understand that this Agreement is the sole, entire, and complete agreement of the parties relating in any way to the subject matter hereof. No statements, promises, or representations have been made by any party to any other, or relied upon, and no consideration has been offered or promised, other than as may be expressly provided herein. This Agreement supersedes any earlier written or oral understandings or agreements between the parties.

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Witness: \_\_\_\_\_ Date: \_\_\_\_\_

Parent or Guardian of a Minor: I, as parent or guardian of the above-named minor, hereby give my permission for my child or ward to participate in the above-named trip or activity and further agree, individually and on behalf of my child or ward, to the terms of the above.

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Witness: \_\_\_\_\_ Date: \_\_\_\_\_