



## WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

- 1.0 In consideration of being permitted to participate in **all Outdoor Recreation Club activities** to be held during the period of **Spring 2022** I, the undersigned Participant, hereby in advance **RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** the University of Maryland, Baltimore County, 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 harms, injuries, damages, 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 Activity, or while in, on, upon, or in transit to or from the premises where the Activity is being conducted.
- 2.0 I attest that I have actual and complete knowledge of all the risks, dangers, and hazards ("Risks") of the Activity, including other activities taken as an adjunct thereto (e.g., travel to, from, or during the Activity). **I UNDERSTAND THAT WHEN THE RISKS OF THE ACTIVITY MANIFEST THEY WILL RESULT IN INJURY (MINOR, SERIOUS, OR MORTAL) TO ME AND/OR DAMAGE TO MY PROPERTY.** Possessing subjective knowledge of the Risks of the Activity and appreciating those Risks, I, nevertheless, voluntarily assume those Risks. I hereby 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 do not have medical personnel available at the location(s) of the Activity. I grant permission to Releasees to authorize emergency medical treatment, if determined necessary by Releasees. I further understand and agree that such action or inaction on the part of the Releasees and any resulting injuries or damages shall be subject to the terms of this **WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT**.
- 4.0 I expressly intend that this **WAIVER 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 Activity.
- 5.0 I agree that this **WAIVER 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.

- 6.0 I agree that each provision of this **WAIVER 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.
- 7.0 **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 **WAIVER 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 **WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT** for full, adequate, and complete consideration fully intending to be bound by the same.

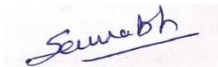
**THIS IS A RELEASE OF LEGAL RIGHTS – READ BEFORE SIGNING**

IN WITNESS WHEREOF, we have signed this WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT under seal on this 20th day of February, 2022.

Participant's Printed Name: Saurabh Dewangan

Participant's Campus ID (If One Exists): DD94818

Participant's Signature:



Witness's Printed Name: Pradeep Agrawal

Witness's Signature:

