

ASSUMPTION OF RISK AND RELEASE

Name of Applicant: _____

Program: _____

Location: _____

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

1. **Risks:** I understand that participation in the Program offered by the University of Baltimore (“UB”) is voluntary and involves risks. These risks include, but are not limited to, travel to, within, and returning from the Program; consuming food and habitation within the accommodations available in the Program location; inclement weather; food-borne illness; physical exertion and activity; walking/hiking injuries, including heat exhaustion, heat stroke, hypothermia, strained muscles, broken bones, animal bites, snake bites, poisonous and/or infectious disease carrying insect bites, and injuries associated with falling down; exposure to a wide variety of plants and insects; exposure to cleaning chemicals; inadequate disability access; disease; potential contact with acidic, untreated and/or contaminated waterways; potential exposure to lead, asbestos and mold; lack of, delayed response, 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 UB 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, my estate, heirs, representatives, agents, administrators, and assigns (the “Releasers”), hereby release UB, 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 acknowledge and agree that

the Releasers 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, including cultural norms, 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 UB's rules, regulations and policies, including the UB Code of Conduct. I will comply with all UB rules, regulations and policies. 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 and/or dismissal from UB, 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 UB. 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.
 - C. I understand that I am responsible for obtaining my passport and any necessary visa documents.
4. **Cancellation:** UB 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:** I understand that UB 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 and Releasers, to assume all risks surrounding my participation in the Program. I on behalf of myself and my Releasers 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 caused by negligence of the Releasees or otherwise.
6. **Photo/Video Release:** I hereby fully release to UB 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 UB in print, email, and web format. I agree that all

rights to the photograph(s) and video(s) containing my image belong exclusively to UB, and that UB 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.
10. **Academic Credit:** I understand that UB will only grant me academic credit for programs that UB has agreed in writing to accredit and for which I have fulfilled the academic requirements.
11. **FERPA:** I understand that, under the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. §1232g, and its implementing regulations, 32 C.F.R. Part 99 (“FERPA”), the University is required to keep confidential various types of student records. I also understand that certain people may want to know about my whereabouts and condition when I am participating in the Program. For that reason, I hereby waive my confidentiality rights as they relate to my whereabouts and condition and authorize the University to disclose such information to (check as appropriate):

_____ My Parent(s): _____

_____ My Spouse: _____

_____ Other(s): _____

12. **Voluntary:** I represent that my agreement to the provisions herein is wholly voluntary, and further understand that prior to signing this Agreement, I have the right to consult with the adviser, counselor, or attorney of my choice.

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: _____