

**WAIVER AND RELEASE AGREEMENT
FOR THE
Upward Bound Program at UMBC**

I, _____, am a participant at the University of Maryland, Baltimore County ("the University") and have agreed to participate in the University's Upward Bound Program at UMBC ("the Program") from September 1, 2019 until August 31, 2020. In consideration for being permitted to participate in the Program, I hereby agree and represent that:

1. I have or will secure health insurance to provide adequate coverage for any injuries or illnesses that I may sustain or experience while participating in the Program. By my signature below, I certify that I have confirmed that my health care coverage will adequately cover me during the program, and hereby release the State of Maryland, the University, and the employees and agents of either, from any responsibility or liability for expenses incurred by me for injuries or illnesses (including death) that I may incur because of those injuries or illnesses.

2. I understand that, although the University will attempt to maintain the Program as described in program materials and information sessions, it reserves the right to change the Program, including the itinerary, travel arrangements, or accommodations, at any time and for any reason, with or without notice, and that neither the State of Maryland, nor the University, or the employees and agents of either, shall be responsible or liable for any expenses or losses that I may sustain because of these changes.

3. I understand that the University reserves the right to decline to retain me in the Program at any time should my actions or general behavior, in the sole discretion of the University, be determined to impede or obstruct the progress of the Program in any way.

4. I understand that, although the University has made reasonable efforts to assure my safety while participating in the Program, that even in domestic travel there are unavoidable risks, and I hereby release and promise not to sue the State of Maryland, the University, or the employees and agents of either, for any damages or injury (including death) caused by, deriving from, or associated with my participation in the Program. I make this waiver on behalf of myself, my family, heirs, and personal representative(s).

5. I agree that, should any provision or aspect of this agreement be found to be unenforceable, that all remaining provisions of the agreement will remain in full force and effect.

6. 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.

7. I agree that, should there be any dispute concerning my participation in the Program that would require the adjudication of a court of law, such adjudication will occur in the courts of, and be determined by the laws of, the State of Maryland.

8. I further grant to the University of Maryland, Baltimore County (“UMBC”) all rights necessary to enable UMBC to use my child’s image or photograph, alone or within a group setting, in all forms and in any media and in any publication or published format, and to otherwise use and/or publish it without remuneration to me and without incurring any debt or liabilities to me of any kind. I understand that the images or photographs which may include my child’s images are being created by UMBC and may be used in future Program brochures, printed material, and/or web-based informational or promotional materials (hereafter “materials”) related to the Program and UMBC. I understand the name of my child will not be used in the materials.

9. This agreement represents my complete understanding with the University concerning the University's responsibility and liability for my participation in the Program, supersedes and previous or contemporaneous understandings I may have had with the University on this subject, whether written or oral, and cannot be changed or amended in any way without my written concurrence.

10. I represent that I am at least eighteen years of age or, if not, that I have secured below the signature of my parent or guardian as well as my own.

In witness to my having read and agreed to all the terms and conditions set forth herein above, I hereby place my signature below.

Signature of Upward Bound Program Participant

Print Full Name of Upward Bound Program Participant _____

Date: _____

Signature of the parent or guardian signifies understanding of, and agreement with the terms and conditions of this Agreement.

Signature of parent or guardian – Mandatory for minors

Date: _____