ELECTRONIC RELEASE

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT (OFF CAMPUS ACTIVITY)

1. In consideration of being permitted to participate in **Service-Learning Activities**, to be held during the **2018-2019 academic year**, at various locations. I, the undersigned, hereby in advance RELEASE, WAIVER, FOREVER DISCHARGE, AND COVENAT NOT TO SUE Montgomery Community College, its trustees, employees, and any students acting as such (hereinafter referred to as the RELEASEES), from and against any and all liability for any harm, injury, damage, claims, actions, causes of actions, costs, demand 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 **Service-Learning Activities**, or while in, on, upon, or in transit to or from the premises where the activity is being conducted.

2. I have signed the RELEASE, WAIVER, DISCHARGED AND CONVENAT NOT TO SUE in full recognition and appreciation of the dangers and hazards involved in this activity, which include but are not limited to **Service-Learning Activities**, travel and other activities. I also know that unanticipated and unexpected dangers may arise during such activities. I FUTHER UNDERSTAND THAT SERIOUS ACCIDENTS OCCASIONALLY OCCUR DURING THESE ACTIVITIES AND THAT PARTICIPANTS IN THESE ACTIVITIES OCCASIONALLY SUSTAIN MORTAL OR SERIOUS PERSONAL INJURIES, AND/OR PROPERTY DAMAGE, AS A CONSEQUENCE OR PARTICIPATING IN THESE ACTIVITIES. Knowing the risks of such activities, nevertheless, I hereby agree to assume those risks and to release and hold harmless all of the persons or entities mentioned above (RELEASEES) who through negligence or carelessness or otherwise might be liable to me (or my heirs or assigns) for damages.

3. I VOLUNTARILY PARTICIPATE IN **Service-Learning Activities**, AND VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING BUT NOT LIMITED SUFFERING AND/OR DEATH. Whether foreseen or unforeseen, that may be sustained by me, or any loss or damage to property owned by me, as a result of my participation in said activity or any independent research or activities taken as an adjunct thereto, including but not limited to instructions, training, and incidental operations, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASES or otherwise. I understand and agree that RELEASEES assume no responsibilities for any injury or damage which might arise out of or in connection in any way with my participating in said activity or any independent research or other activities taken as an adjunct thereto including but not limited to instructions, training, and incidental operations.

4. I understand and agree that RELEASEES do not have medical personnel available at the location of the activity. I understand and agree that RELEASEES are granted permission to authorize emergency medical treatment, if necessary, and that such action by RELEASEES shall be subject to the terms of this agreement. I understand and agree that RELEASEES assume no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

5. It is my express intent that this release 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, IDEMNIFY AND DEFEND RELEASEES from any claim by me, or my family, arising out of my participation in **Service-Learning Activities**.

6. I hereby further agree that this agreement shall be construed in accordance with the laws of the State of Maryland.

7. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have fully informed myself of the contents of the foregoing Waiver of Liability and Hold Harmless Agreement by reading it before I sign it, that I understand it and that I sign this document voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made. I further state that I am at least eighteen (18 years of age and fully competent to sign this agreement, and that I execute this Release for full, adequate and complete reconsideration fully intending to be bound by same.) *****

8. If any term or provision of this Agreement shall be illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby.