WASHINGTON COLLEGE
300 WASHINGTON AVENUE, CHESTERTOWN, MD 21620

ACCIDENT WAIVER, RELEASE OF LIABILITY AND CONSENT FORM

CHESAPEAKE SUMMER PROGRAM – MARYLAND OUTDOOR

I hereby assume all of the risks of participating the Chesapeake Summer Program – Maryland Outdoor (the "Program"), including by way of example and not limitation, any risks that may arise from the negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them, or because of their possible liability without fault.

I certify that I am physically fit and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in the Program. I acknowledge that this Accident Waiver and Release of Liability Form will be used by the organizers of the Program in which I may participate and that it will govern my actions and responsibilities at said Program.

In consideration of my application and permitting me to participate in the Program, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I do voluntarily elect to accept and solely assume all risks of injury incurred or suffered by me while participating in the Program; and

(B) I FOREVER WAIVE, RELEASE, COVENANT NOT TO SUE AND DISCHARGE the Chesapeake Summer Program – Maryland Outdoor, Washington College, and/or their faculty, staff, employees, students, agents, representatives, volunteers and their successors and assigns (the "Released Parties"), from any and all claims, damages, costs (including attorneys' fees) and liability including but not limited to, liability arising from the negligence or fault of the Released Parties, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me by reason of my participation in the Program, including but not limited to overnight stays away from the College and my traveling to and from the Program and College.

(C) I INDEMNIFY AND HOLD HARMLESS, the Released Parties from any and all liabilities or claims arising out of or made as a result of participation in this Chesapeake Summer Program – Maryland Outdoor, however caused except those liabilities or claims arising from the gross negligence or willful misconduct of any of the Released Parties. I acknowledge that the Program may carry with it the potential for death, serious injury, and personal loss. The risks may include, but are not limited to, those caused by the environment, terrain, facilities, temperature, weather, underwater exploration, crabbing, condition of participants, equipment, vehicular traffic, lack of hydration, and actions of other people including, but not limited to, participants, volunteers, spectators, coaches.

I also consent and agree that the Released Parties may take photographs or digital recordings of me as a participant during the Program and use these in any and all media for training or promotional purposes. I further consent that my identity may be revealed therein or by description text or commentary. I waive any rights, claims or interest and I understand that there will be no financial or other remuneration.

The accident waiver, release of liability and image release shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I ACKNOWLEDGE THAT (A) I HAVE READ (OR HAVE HAD READ TO ME) EACH AND EVERY ONE OF THE PROVISIONS IN THIS ACCIDENT WAIVER AND RELEASE OF LIABILITY AGREEMENT, (B) I UNDERSTAND EACH OF THE PROVISIONS IN THIS AGREEMENT; (C) I VOLUNTARILY AGREE WITH, ACCEPT AND ACKNOWLEDGE EACH PROVISION; AND (D) I AM BOUND BY THIS AGREEMENT.

Print Participant's Name: _____ **Age:** _____

_____ **Date:** _____
Signature (if under 18 years Parent or Guardian must sign)

PARENT/GUARDIAN WAIVER FOR MINORS (under 18 years old)

The Undersigned parent and/or natural guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward's participation in the Chesapeake Summer Program, and has agreed individually and on behalf of the child or ward, to the terms of the accident waiver, release of liability and consent set forth above, and has signed the Parental Waiver, Release of Liability, Indemnification and Consent Form.

Print Participant's Name: _____ **Age:** _____

Signature: _____ **Date:** _____ **OVER ►**

WASHINGTON COLLEGE
300 WASHINGTON AVENUE, CHESTERTOWN, MD 21620

PARENTAL WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION AND CONSENT FORM

CHESAPEAKE SUMMER PROGRAM – MARYLAND OUTDOOR

I, the undersigned, as the parent or legal guardian of the child named below, do hereby give my full consent and approval for my child to participate in the Chesapeake Summer Program – Maryland Outdoor.

I understand that there are certain risks of damages and injuries, including death, in such participation, as well as in traveling and other related activities incidental to my child's participation, and I am willing to assume these risks on behalf of my child. These risks include, but are not limited to, those hazards associated with facilities, temperature, weather, condition of participants, equipment, vehicular traffic, lack of hydration, and actions of other people including, but not limited to, participants, volunteers, spectators, and coaches.

Further, I give my full consent for my child's participation and in consideration for the right to allow my child to participate in the program, and I agree on behalf of my child and myself as follows:

1. I do voluntarily elect to accept and solely assume all risks of injury incurred or suffered by my child while participating in the program; and

2. I do hereby waive, release, discharge and not to sue the Chesapeake Summer Program – Maryland Outdoor, Washington College, and/or their officers, directors, faculty, staff, employees, students, agents, representatives and volunteers, successors and assigns ("Released Parties") for any claim, damages, costs including attorneys' fees, or cause of action which I or my child have or may have in the future as a result of damages, injuries, including death, sustained or incurred by my child however caused except those damages or claims arising from the gross negligence or willful misconduct of the Released Parties.

3. I shall hold harmless and fully indemnify the Released Parties from any and all claims, damages, losses, demands, costs including attorneys' fees, and causes of action which may arise resulting from my child's participation in the program, even if the claims, damages, losses, costs (including injuries or death) are caused in part by the negligence of any or the Released Parties.

I ACKNOWLEDGE (A) THAT I HAVE READ (OR HAVE HAD READ TO ME) EACH AND EVERY ONE OF THE PROVISIONS IN THIS WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT, (B) THAT I UNDERSTAND EACH OF THE PROVISIONS IN THIS AGREEMENT AND (C) THAT I VOLUNTARILY AGREE WITH, ACCEPT AND ACKNOWLEDGE EACH PROVISION, AND (D) THAT I AM BOUND BY THEM.

Name of parent or legal guardian (printed): _____

_____ **Date:** _____
Signature of parent of legal guardian

Complete address: _____

_____

_____

Internal Use ONLY

Date Received by Chesapeake Semester: _____

Reviewed by: _____