

# AGREEMENT, WAIVER, HOLD HARMLESS AND COVENANT NOT TO SUE

Name: \_\_\_\_\_

**Notice:** This Agreement is a contract with legal consequences. Read it carefully before signing!

In consideration of my participation in \_\_\_\_\_ on (dates) \_\_\_\_\_, I hereby freely agree to make the following contractual representations and agreements:

I have read and understood the attached information from the U.S. State Department regarding the dangers of travel in the named country at this time, including dangers specific to U.S. citizens. I understand that Towson University does not operate and has no control over this study abroad program, and cannot guarantee my safety, but is merely agreeing to accept the credits as Towson University credits if I decide to participate in this program. I fully realize the dangers of participating in an event of this type and voluntarily assume all the risks associated with such participation. I understand the risks include, by way of example, and not limitation, the following:

\*all risks included in the State Department information

\*all normal risks of travel, including but not limited to the risks of accidents, terrorist activities, crime, sickness, and compliance with local laws

I agree that it is my sole responsibility to be familiar with the physical and/or mental demands associated with the above named event. With these demands in mind, I have no physical or mental condition which, to my knowledge, would endanger myself or others if I participate in this event, or would interfere with my ability to participate in the event. I also agree to abide by any established rules or regulations while engaged in this activity.

I understand and expressly assume all the risks and dangers of the activities contemplated by this Agreement, and I hereby release, waive, discharge, and covenant not to sue Towson University, the University System of Maryland, the State of Maryland, and their officers, agents, servants, and employees (collectively, the "Releasees") from all liability, claims, demands, actions, or causes of action whatsoever arising out of any damages, loss, or injury to me or to my property while participating in any of the activities contemplated by this agreement, whether such damage, loss, or injury, results from the negligence of the Releasees or for any other cause. I also hereby release, waive, discharge and covenant not to sue the Releasees from any claims whatsoever on account of any first aid, treatment, or service rendered to me during my participation in the above activity. I hereby agree to indemnify and hold harmless the Releasees from any loss, liability, damage, or costs, including court costs and attorneys' fees, that they may incur due to my participation in said activities whether caused by the negligence of Releasees or otherwise.

I agree, for myself and my successors, that the above representations and agreements are contractually binding, and are not mere recitals. I agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Maryland, and that if any portion of it is held invalid, the balance shall continue in full force and effect. I agree that my failure or refusal to sign such agreements or releases shall in no way affect the validity of this Agreement, nor revoke or cancel any of the terms of this

Agreement. I or any of my successors shall be liable for the expenses (including legal fees) incurred by the party or parties in defending against such claim or suit. This Agreement shall not be modified orally.

I have carefully read this form and fully understand its contents. I am aware that this is a release of liability, a waiver of claims, an agreement not to sue, an indemnity, and a contract between myself and Towson University and for the benefit of others described herein, I sign it of my own free will.

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 activity, and further agree, individually and on behalf of my child or ward, to the terms of the above.

Participant's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent's or guardian's signature if participant is under 18: \_\_\_\_\_

Signature of witness: \_\_\_\_\_ Date: \_\_\_\_\_

**Return original to Study Abroad Office. Retain copy for your records.**