GOUCHER COLLEGE

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

GOUCHER GREEN FUND GRANT

Goucher College has offered me a Green Fund grant for activities in support of environmental sustainability on campus. These activities, which will be referred to as the “Grant Activity” and are more fully described in my grant proposal, include the following:

My participation in the Grant Activity presents risk of bodily injury, property damage, and other dangers, including the following:

Goucher College, its trustees, officers, agents, employees, volunteers, and representatives (hereinafter referred to as “Goucher College”) are not responsible for any injury, loss, or damage sustained by me while participating in the Grant Activity.

Assumption of Risks

I understand that my participation in the Grant Activity raises possible risks, dangers, and hazards, including the possible risk of severe or fatal injury to myself or others. I have reviewed and understand the risks, dangers, and hazards involved.

I understand that Goucher College does not require me to participate in the Grant Activity. I elect to participate voluntarily, knowing that it may be hazardous to my property and to me. I voluntarily assume full responsibility for any risks of loss or personal injury, including death, that I may sustain, or any loss or damage to property owned by me, as a result of my participation.

Indemnification and Release of Liability

In consideration for Goucher College providing me with the Green Fund Grant and allowing me to voluntarily participate in the Grant Activity, I agree:

1. **TO** **RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** Goucher College, for any injury, loss or damage I experience because of participating in the Activity, **REGARDLESS WHETHER ANY INJURY, LOSS OR DAMAGE I EXPERIENCE IS CAUSED BY THE NEGLIGENCE** of Goucher College.
2. **TO BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS, OR DAMAGE** that I might sustain or cause to others while participating in the Activity, and **TO INDEMNIFY AND HOLD HARMLESS GOUCHER COLLEGE** from any loss, liability, damage, or costs, including court costs and attorneys’ fees, that it incurs due to my participation in the Activity, **WHETHER CAUSED BY THE NEGLIGENCE OF GOUCHER COLLEGE** or otherwise.

This waiver and release excludes any right or entitlement that I am not permitted by applicable law to waive or release.

Acknowledgment

I acknowledge that I have read this Waiver of Liability and Hold Harmless Agreement, that I have executed it voluntarily, and that I intend it to be binding upon myself, members of my family, and my spouse if I am alive, and upon my heirs, executors, administrators, and representatives if I am deceased or incapacitated. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Maryland and that if any part of this release is determined to be illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby.

 **THIS IS A RELEASE OF LEGAL RIGHTS. READ AND UNDERSTAND BEFORE SIGNING.**

Signed this \_\_\_\_\_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_.

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Printed Name of Grant Recipient

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Signature of Grant Recipient (must be 18 or older)