

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for receiving permission to participate in all MCBP activities from 1/1/2024 through 12/31/2024 I hereby release, waive, discharge and covenant not to sue the Maryland Coastal Bays Program, Maryland Coastal Bays Foundation, State Highway Administration, Worcester County, the Town of Ocean City, Assateague State and National Park, and its officers, servants, agents and employees (hereinafter referred to as "releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by me, or to any property belonging to me, whether caused by the negligence of the releasees, or otherwise, while participating in the Activity, or while in, on or upon the premises where the Activity is being conducted, while in transit to or from the premises, or in any place or places connected with the Activity.

2. I am fully aware of risks and hazards connected with being on the premises and participating in the Activity, and I am fully aware that there may be risks and hazards unknown to me connected with being on the premises and participating in the Activity, and I hereby elect to voluntarily participate in the Activity, to enter upon the above named premises and engage in activities knowing that conditions may be hazardous, or may become hazardous or dangerous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of my being a participant in the Activity, whether caused by the negligence of releasees or otherwise.

3. I further hereby agree to indemnify and save and hold harmless the releasees and each of them, from any loss, liability, damage or costs they may incur due to my participation in the Activity, whether caused by the negligence of any or all of the releasees, or otherwise.

4. It is my express intent that this Release shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue the above named releasees.

In signing this release, I acknowledge and represent that:

- A. I have read the foregoing release, understand it, and sign it voluntarily as my own free act and deed;
- B. No oral representation, statements or inducements, apart from the foregoing written agreement, have been made;
- C. I am at least eighteen (18) years of age and fully competent. If not 18, parental signature will be provided; and
- D. I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

In witness whereof, I have hereunto set my hand and seal this ___ day of _____, _____

Participant Signature: _____

Name Printed: _____

Witness: _____

Parent/Guardian Signature/Printed Name (if volunteer is under the age of 18) _____

Emergency Contact Information

Name _____

Phone # _____

Maryland Coastal Bays Photo Waiver

- 1. I give Maryland Coastal Bays the irrevocable right to use my picture, portrait or photograph in all forms, video, media and manners, without restriction as to changes or alterations, for advertising, trade, promotion, exhibition, or any other lawful purposes.
- 2. I waive any right to inspect or approve the photographs or electronic matter that may be used in conjunction with them now or in the future, whether that use is known to me or unknown.

Signed/Printed Name _____ Date _____

Parent/Guardian signature/printed (if under 18) _____ Date _____