University of Maryland

INFORMED CONSENT, ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT

Approved Recreational Hunter at a University Research & Education Center

In consideration of the University of Maryland, College Park ("University of Maryland") permitting me to hunt recreationally at ________________, a University Research and Education Center, I, on behalf of myself, my spouse, children, parents, guardians, next of kin, heirs, and any legal and personal representatives, executors, administrators and assigns, hereby represent and agree as follows:

1. I understand my participation in the recreational hunting and related activities ("Activity") is completely voluntary. I also understand and acknowledge that the University of Maryland does not provide medical, health or other insurance for this Activity. I understand and agree that it is my responsibility to determine whether I have the appropriate experience and training to participate in the Activity. I represent and warrant that: (a) I have sufficient experience to participate in the Activity, and (b) I will take all precautions to ensure that my participation in the Activity is not dangerous or harmful to me or others.

2. I acknowledge that the Activity is conducted in accordance with the “University of Maryland Procedures for Animal Control and Firearm Use on Maryland Agricultural Experiment Station (MAES)-Supported Research and Education Centers” (the “Procedures”), a copy of which has been made available to me. I understand and agree that I must be familiar with and abide by the Procedures and all other rules, regulations, expectations, and standards of conduct applicable to the Activity. I understand that the University of Maryland reserves the right to limit or terminate my participation in the Activity if, in the sole discretion of the University of Maryland, my conduct or actions do not conform to said rules, regulations, expectations, or standards of conduct or are otherwise dangerous, disruptive, or destructive. I accept sole responsibility for my conduct and safety while participating in the Activity and for the condition, safety, and adequacy of my equipment.

3. I understand and acknowledge that the Activity is inherently dangerous. I further understand and acknowledge that the Activity involves substantial health, safety, and other risks and hazards, both minor and serious, some of which may not be currently known or readily foreseeable and some of which may not be preventable ("Risks"). Such Risks include but are not limited to accidents, injuries (including death), and loss or damage to property. Such Risks may arise from various causes including but not limited to archery, firearms use, tree stands, falling trees, hidden ground openings and other surface hazards, equipment failure, and participants of varying skill levels. Such Risks may also be caused, in whole or in part, by my acts or omissions or the acts or omissions of others including, without limitation, the parties released below.

4. I have had the opportunity to ask any questions that I may have about the Activity, as well as the responsibilities and risks involved. All of my questions have been fully answered.

5. Knowing the risks, dangers, and hazards associated with the Activity, and with sufficient knowledge of my experience, physical condition, and limitations, if any, I voluntarily assume all responsibility and risk of loss, damage, illness and/or injury to person or property that I may in any way sustain in connection with my participation in the Activity.

6. To the fullest extent permitted by law, I hereby release and forever discharge, agree not to sue, and to indemnify and hold harmless the State of Maryland, the University of Maryland, and their officers, agents, employees and volunteers from and against any and all liabilities, claims, demands, and causes of action of any kind on account of any loss, damage, illness, or injury to person or property in any way arising out of or relating to my participation in the Activity, and/or the use of University of Maryland equipment or facilities, whether due to negligence, default, or other action or inaction of any person or entity. This indemnification is not to be deemed a waiver of any immunity that may exist in any action against the State of Maryland or the University of Maryland.

I CERTIFY THAT I AM 18 YEARS OF AGE OR OLDER AND THAT I HAVE READ AND FULLY UNDERSTAND THIS INFORMED CONSENT, ASSUMPTION OF RISK, AND RELEASE OF LIABILITY AGREEMENT, AND I SIGN IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS LEGAL SIGNIFICANCE.

______________________________  ______________________
Signature of Participant (Must be 18 years of age or older)    Date

______________________________  _______________________
Printed Name of Participant         Date of Birth