



FSUPD RIDE-ALONG PROGRAM

LIABILITY RELEASE, IDEMNIFICATION, AND WAIVER

This is a legally binding Release and Waiver executed by _____. I desire to participate in the following activity: Ride-Along Program with Frostburg State University Police Department for the period _____ through _____, 20____ ("Program"). I understand that the program includes accompanying a University police officer in his or her duties, including being transported in a police or other University vehicle. I fully understand and appreciate the dangers, hazards and risks inherent in the Program and in the transportation to and from the Program, which dangers include but are not limited to physical or mental injury or death.

- Waiver of Liability:** I, individually, and on behalf of my heirs, successors, assigns and personal representatives (and on behalf of my minor child if participant is a minor child and parent/guardian is signing on behalf of minor child), hereby release and forever discharge the University, the University System of Maryland ("USM"), the State of Maryland and its employees, agents, officers, trustees and representatives ("Releasee") from any and all liability whatsoever for any and all damages, losses or injuries (including death), I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorneys' fees, which arise out of, result from, occur during or are connected in any manner with my participation in the Program and/or any travel incident thereto, except for such damages or injury as may be caused by the gross negligence or actual malice of University employees, agents or representatives.
- Statement of Indemnification:** I, individually, and on behalf of my heirs, successors, assigns and personal representatives, (and on behalf of my minor child if participant is a minor child and parent/guardian is signing on behalf of minor child), hereby agree to indemnify, defend and hold harmless the University, the USM, the State of Maryland and its employees, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability, loss, damage or expense, including attorneys' fees, that they or any of them incur or sustain as a result of any claims, demands, actions, causes of action, damages, judgments, costs or expenses, including attorneys' fees, which arise out of, occur during, or are in any way connected with my participation in the Program or any travel incident thereto.
- Disciplinary Actions:** The University reserves the right to decline to accept or retain me in the Program at any time should my actions or general behavior impede the operation of the Program or the rights or welfare of any person. Similarly, if my conduct violates the Code of Student Conduct or any policy of the University, I understand that the University will notify the principal of my home school and/or the Board of

Education of Allegany County. I understand that I can be required to leave the Program at the sole discretion of the University's representatives and agents.

4. **Waiver of Legal Rights:** I understand and agree that this Statement of Responsibility, Waiver, Release and Indemnification Agreement is to be construed under the laws of the State of Maryland; and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect. By signing this document, I (or my parent, if participant is a minor), hereby acknowledge that I have read this entire document, that I understand its terms, that by signing it I am giving up substantial legal rights I might otherwise have, and that I have signed it knowingly and voluntarily.

I (or parent if participant is a minor child and parent/guardian is signing on behalf of minor child), have signed this Release and Waiver in full recognition and appreciation of the dangers, hazards and risks of such activities. I agree to report to the Chief of Police any physical or mental condition I have that may require special medical attention or accommodation at least five (5) days prior to beginning the Program. I (and my parent/guardian) grant Releasees permission to authorize emergency medical treatment, if necessary. I understand and agree that Releasees assume no responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment. The right is reserved by the University, in its sole discretion, to cancel the Program or any aspect thereof if the University determines or believes that any person is or will be in danger if the Program is continued.

Participant Signature

Date

Parent Signature

(if participant is under 18 years old)

Date