Frostburg State University Indemnification and Liability Release Statement

| In consideration of being permitted to participate in an internship (the "Program") through | | |
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| Frostburg State University's Department of Political Science (the "University"), I, | | |
| , acknowledge and fully understand that I will be engaging in | | |
| activities that involve risks, including but not limited to the risk of injury or death resulting not | | |
| only from my actions, inaction, or negligence, but the actions, inaction, or negligence of others | | |
| These risks include but are not limited to travel to and from the site, equipment used at the site, | | |
| conditions that exist on the premises, and other risks that may not be known to me or are not | | |
| reasonably foreseeable. | | |

- 1. Waiver of Liability: I voluntarily assume all risk of loss, damage, illness, injury or death that I may sustain while participating in the internship. On behalf of myself and my heirs and estate, I agree to release, waive, discharge, and hold harmless the State of Maryland, the University System of Maryland, Frostburg State University, and their respective officers, officials, agents, volunteers, and employees from any and all claims, demands, liabilities, loss, or damages resulting from my participation in the University's internship program, except as may be caused by the gross negligence or willful misconduct of the University or its employees and agents.
- 2. Statement of Indemnification: I, individually, and on behalf of my heirs, successors, assigns and personal representatives, 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 unless due to the gross negligence or actual malice of University employees, agents or representatives.
- 3. 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 I may be referred to the University's Judicial Board either during or after the Program and/or may be required to leave the Program at the sole discretion of the University's representatives and agents.
- 4. Waiver of Legal Rights: I 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 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.

| 5. I 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 Director of the Program any physical or mental condition I have that may require special medical attention or accommodation upon acceptance of the internship. 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. | | |
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| Signature of Participant | Date | |
| If participant is under age 18, a parent or guardian MUST also sign this Indemnification and Liability Release Statement. | | |
| Name of Parent/Guardian | Date | |
| Signature of Parent/Guardian | Date | |