



**MOUNT2000**

Mount St. Mary's Seminary, 16300 Old Emmitsburg Road, Emmitsburg, Maryland 21727

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## Participant Liability Waiver

In consideration of the spiritual, religious, educational, and other benefits to be derived from my participation in the Mount 2000 Eucharistic Retreat for Middle and High School Students (hereinafter Retreat) sponsored by Mount Saint Mary's University, I, the attending participant or undersigned parent and legal guardian of the attending child participant to the fullest extent allowed by the laws of the State of Maryland do hereby forever RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Mount St. Mary's University, including all of its officers, servants, agents, employees, students, seminarians, volunteers, subsidiaries, affiliates, or subdivision, including the Archdiocese of Baltimore and any and all other dioceses, archdioceses, religious institutes, or other parties or institutions in any way involved, directly or indirectly, in undertaking, facilitating, or providing personnel to the Retreat (hereinafter collectively referred to as 'RELEASEES' from any and all liability, claims, demands, actions, and causes of action whatsoever, whether sounding in contract, tort, statute, or regulation, in any way arising out of or related 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 I am traveling to/from the Retreat, participating in activities thereof, whether in, on, or around the premises wherein the Retreat is being conducted.

I am fully aware of the risks and hazards connected participating in such activities as will occur at the Retreat, including the risk of injuries which can cause death, and I hereby elect voluntarily to participate in said activities, knowing that the activities may be hazardous to me or to my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY (INCLUDING DEATH) that may be sustained by me, including any loss or damage to property owned by me, as a result of being engaged in the Retreat, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by the laws of the State of Maryland.

I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorney's fees, that they may incur due to my participation in said activities, including any legal action arising therefrom, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by the laws of the State of Maryland.

It is my express intent that this Release and Hold Harmless Agreement shall bind myself and the members of my family, including my spouse, heirs, assigns and personal representatives and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the RELEASEES as to all such persons.

I hereby further agree that this Liability Release Form and Release of All Claims shall be construed in accordance with the laws of the State of Maryland.

In signing this Liability Release Form and Release of All Claims I acknowledge and represent that I have read and understand the foregoing provisions; that I sign this voluntarily as our own free act and deed; that no oral representations, statements, or inducement, apart from the foregoing Liability Release Form and Release of All Claims have been made to me that inform the basis, in whole or in part, of my consent to agree; that I waive any rule of law that provides that any ambiguity in this document be construed against the drafter, that I am at least eighteen (18) years of age and fully competent to execute this agreement; and that I execute this Liability Release Form and Release of All Claims for full, adequate and complete consideration fully intending to be bound by same.

I further give permission to RELEASEES to authorize medical treatment for myself and/or my child participant, including but not limited to emergency surgery, should it become necessary during the Retreat, or while traveling to/from the Retreat, in situations where I cannot reasonably consent, and I hereby assume full responsibility for all medical bills and other costs incurred in seeking such medical treatment.

I further agree that in case of a child participant that should it become necessary for my child to be returned to their home due to medical, emotional, or disciplinary reasons, or other circumstance outside of the planned schedule of the Retreat, that I assume responsibility for all costs thereof.

I further hereby agree and give my permission for the RELEASEES to record, film, photograph, audiotape, or videotape me and/or my child participant's name, image, likeness, spoken words, creative work, performance and movement, in any form (hereinafter collectively referred to as 'Works' and to display, publish, distribute or exhibit these Works or any part thereof for the purpose of and in connection with any material that may be created by the RELEASEES, including, without limitation, for posting on the any website maintained or used by any RELEASEES or for any marketing or promotion of the Retreat.

I hereby further agree that the RELEASEES, or any of them, are the sole owner of all rights, title, and interest, including copyrights, in such Works and any parts thereof for all purposes, as the RELEASEES shall determine amongst themselves in their sole discretion without limitation, reservation, or compensation to me and/or my child participant.

Visitors (including prospective students, parents, contractors, guests, and walk ins) Anyone who has had a positive COVID-19 test in the past 10 days is not permitted on either the Emmitsburg or Frederick campus. Individuals who are not fully vaccinated and who exhibit COVID-19 symptoms are not permitted on either the Emmitsburg or Frederick campus.

This Liability Release Form and Release of All Claims shall be enforceable against all of the attending participant(s) and/or undersigned parent and legal guardian of the attending child participant undersigned parents or legal guardians, singly, jointly, or severally.

I acknowledge that I am signing the Mount 2000 Participant Liability Waiver freely and voluntarily and intend by my signature for this to be a complete and unconditional release of all liability to the greatest extent allowed by law.