



**VOLUNTEER WAIVER OF LIABILITY
BALTIMORE CITY CERT
WAIVER OF LIABILITY, HOLD HARMLESS AGREEMENT, AND PHOTOGRAPHY
RELEASE WAIVER**

1. In consideration for receiving permission to participate in the BALTIMORE CITY CERT, I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE The Mayor and City Council of Baltimore, State Agencies, local agencies, officers, agents, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever 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, while participating in such activity, while in, on or upon the premises where the activities are being conducted, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law

2. I am fully aware of the risks and hazards connected with the activities of BALTIMORE CITY CERT [See attached sheet but not limited to that described], and I am aware that such activities include the risk of injury, and I hereby elect to voluntarily participate in said activities, knowing that the activities may be hazardous to my property and me. I understand that the sponsoring agencies do not require me to participate in this activity. **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 being engaged in such activities, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law**

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys' fees that Releases may incur due to my participation in said activities, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law. It is my express intent that this Waiver and Hold Harmless Agreement 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. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Maryland and that any mediation, suit, or other proceeding must be filed or entered into only in Maryland and the federal or state courts of Maryland. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

In addition, I understand that while participating in BALTIMORE CITY CERT and related activities, I may be photographed. I understand and agree that the photograph(s) may be used in whole or in part, at any time, in composite or distorted form, in color or otherwise and may be displayed through any medium including, but not limited to printed medium, video, or on the internet. By signing this waiver I authorize any initial and any subsequent disclosure or publication of the photograph(s) at any time.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability, Hold Harmless Agreement, and Photography Release Waiver, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

Printed Name of Participant: _____

IN WITNESS WHEREOF, I have signed this Waiver and Agreement under seal on this day of _____, 2013.

WITNESS:

PARTICIPANT:
