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Participant Release and Waiver of Liability Form

This release and Waiver of Liability (the “Release”) executed on the ____ day of _____, 2025 by _____ (“Participant”) releases the Maryland Department of Natural Resources Forest Service (DNR), Western Maryland RC&D Council, Inc. (WMRC&D) and each of its successors, directors, officers, employees, agents and subcontractors. Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Participant hereby agrees as follows:

The Participant desires to participate in WMRC&D’s Portable Bridge Mat Cost Share Program (Program) and engage in activities related to the Program. Participation in the Program will include voluntary use by the Participant of portable timber bridges or bridge mats, which are procured by WMRC&D, on timber harvest sites in Maryland and Delaware.

The Participant understands that they are responsible for their own insurance coverage in the event of personal injury or illness as a result of participation in the Program.

- 1. Waiver and Release:** I, the Participant, for myself and my heirs, executors, administrators and employees, hereby release, waive, discharge and hold harmless, DNR, WMRC&D and its successors, directors, officers, employees, and agents from any and all liability, claim and demands of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from my participation in the Program. The Participant understands and acknowledges that this Release discharges DNR and WMRC&D from any liability or claim that the Participant may have against DNR and WMRC&D with respect to bodily injury, personal injury, illness, death, property damage, or any other claim that may result from participation in the Program.
- 2. Insurance:** Further, the Participant understands that DNR and WMRC&D do not assume any responsibility for or obligation to provide the Participant with assistance, including but not limited to medical, health, worker’s compensation, or disability benefits or insurance. The Participant expressly waives any such claim for compensation or liability on the part of DNR or WMRC&D.
- 3. Medical Treatment:** The Participant hereby releases and forever discharges DNR and WMRC&D from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during the Participant’s tenure as a participant in the Program.

4. **Assumption of Risk:** The Participant understands that participation in the Program may include activities that may be hazardous. The Participant hereby expressly assumes risk of injury or harm from these activities and releases DNR and WMRCDC from all liability.

5. **Other:** The Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Maryland and that this Release shall be governed by and interpreted in accordance with the laws of the State of Maryland. The Participant agrees that in the event that any clause or provision of the Release is deemed invalid, the enforceability of the remaining provisions of the Release shall not be affected.

By signing below, I express my understanding and intent to enter into this Release and Waiver of Liability willingly and voluntarily.

Participant Name: _____

Title: _____

Address: _____

Participant Signature:

Name, Title