



Minor Visitor Agreement and Release

I hereby certify that I am eighteen (18) years of age or older and am the parent or legal guardian of the Minor, and in consideration for the participation of the minor identified herein (the “Minor”) in the research and/or educational experience identified below (“the Activity”) with faculty, staff, or other personnel at the University of Maryland, Baltimore County (“UMBC” or the “University”), I hereby agree as follows. Unless otherwise indicated, covenants expressed in the first person are made by me as the parent or legal guardian, both on behalf of the Minor and in my individual capacity where applicable:

The purpose(s) of the Activity is to:

List all materials/equipment to be utilized during the Activity:

The Activity will begin on or about _____ and will end on or about _____, 20____.

I. Guidelines

- A. I understand and agree that the Minor must abide by all policies, procedures, rules, standards, and directions, as well as any required health and/or safety protocols given by UMBC.
- B. I understand and agree that the Minor will remain under the supervision of the undersigned sponsoring faculty (“Sponsor”) or designated UMBC personnel at all times and will not engage in unsupervised laboratory or research activities, and I acknowledge that the Minor may be restricted from certain activities, facilities, equipment, materials, or research areas at UMBC’s sole discretion or for safety or operational reasons. I agree that UMBC may terminate or suspend the Minor’s participation in the Activity at any time for safety, policy, conduct, supervision or operational reasons within its sole discretion.
- C. Should the Minor require emergency medical treatment as a result of illness, injury, or accident during the Activity, I hereby authorize aid or other treatment as may be necessary under the circumstances, to include treatment by a physician or hospital, and I, as parent or legal guardian, agree to be solely responsible for any associated cost.

II. Confidential Information

- A. I acknowledge that during the Activity, the Minor may have access to proprietary, confidential, or otherwise protected information belonging to UMBC or third parties (including, but not limited to, research data, techniques, information, processes, pre-existing know-how, or other material communicated to me in relation with any activity conducted in the context of the Activity). All information shall be kept strictly confidential. Disclosure of information to third parties shall not be allowed without explicit, prior written consent from UMBC.
- B. At the conclusion of the Activity, use of confidential information received from UMBC shall cease, and, upon UMBC’s written request, shall be promptly destroyed or returned to UMBC. The obligation of confidentiality created by this Agreement shall remain in effect for five (5) years from the conclusion of the Activity. With respect to trade secrets, the obligation shall last for so long as the information remains a secret pursuant to applicable law.

III. Intellectual Property Rights

- A. I understand that UMBC may have entered into various agreements for research or collaborations under which UMBC may have obligations to third parties with respect to “Intellectual Property” (meaning all intellectual property, tangible or intangible, without limitation, any and all data, techniques, inventions, discoveries, ideas, processes, know-how, patents, patent applications, trade secrets, trademarks, copyrights, computer software and other proprietary information) developed under said agreements and that under such agreements, UMBC may maintain ownership of Intellectual Property rights; and
- B. I further understand that UMBC may have developed Intellectual Property using its own funds and facilities; and
- C. I hereby agree to promptly communicate and disclose, and cause the Minor to do the same, any and all Intellectual Property discovered, conceived, developed, and/or invented by the Minor: i) during the term of the Activity; ii) using UMBC funds or facilities; or iii) which is first reduced to practice in connection with the Activity and to assist UMBC in any way necessary in the preparation and prosecution of patents, copyrights, or trademarks on any such Intellectual Property, including assignment of rights to such Intellectual Property promptly to UMBC as and when requested.

IV. Publications and Scholarly Work. UMBC shall be provided a copy of any and all publications, presentations, written scholarly works, etc. resulting from or in connection with the Activity no later than thirty (30) days prior to publication and hereby assign to UMBC any and all copyrights and reproduction rights to any material written or prepared by the Minor in connection with the Activity, where such assignment is required to fulfill the terms of any agreement related to the Activity.

V. Laboratory Records. Minor shall maintain accurate and complete electronic or written laboratory notebooks and/or other written documentation appropriate for the Activity, as determined by UMBC. All such notebooks and other written documentation are the sole and exclusive property of UMBC. At the close of the Activity, the Minor shall submit the original and all copies of all laboratory notebooks, and any such documentation, including any reports and/or any other outstanding items remaining in their possession to the faculty Sponsor prior to the last day of the Activity. Subject to obtaining written permission of UMBC, a copy may be retained for archival purposes.

VI. Equipment Use and Safety. Minor shall utilize equipment only as necessary and only after proper instruction or training has been received, or under direct supervision of the Sponsor or UMBC personnel. If, during the course of the Activity, the Minor utilizes their own equipment, materials, or supplies, UMBC shall in no way be held responsible for equipment maintenance or damage resulting from its use in the facility. I agree Minor must obtain any and all appropriate safety training (including environmental health or safety training or radiation training) as necessary to conduct research in any UMBC facility. Minor will notify Sponsor or UMBC personnel in the event they have not had sufficient training to conduct appropriate laboratory procedures. Research or lab use of hazardous materials or bloodborne pathogens require prior review and written approval by Environmental Safety and Health.

VII. Indemnification and Release of Liability

- A. I am voluntarily participating in the Activity with knowledge of the risks, and, upon the express agreement and understanding that, in consideration of being able to participate in Activity, I am, for myself, and my legal representatives, heirs and assigns, hereby waiving, releasing, and forever discharging the University, the University System of Maryland, the State of Maryland, and their directors, officers, agents, servants, contractors, and employees (collectively, the “Released Parties”), whether or not caused by the negligence or carelessness of the Released Parties, from and against any and all such claims, costs, liabilities, expenses, or judgments, including attorneys’ fees and court costs (collectively, “Claims”) arising out of or related to the Activity or any illness or injury resulting therefrom and hereby agree to indemnify, defend and hold harmless the Released Parties from and against any and all such Claims by third parties arising out of my activities during such Activity. I hereby further release the Released Parties from any claim whatsoever on account of any first aid, treatment, service, or service rendered to me during such Activity.
- B. I have been fully advised of the activities planned for Activity, and attest that I recognize the risks, dangers, hazards, and/or injury (“Risks”) inherent in the Activity, and I voluntarily assume all such Risks

associated with such Activity. I further understand and agree that such Risks may arise during the Activity, or other activities taken as adjunct thereto that may be beyond the control of the University and its agents and employees.

- C. Possessing full knowledge of the Risks of the Activity and appreciating those Risks, I hereby voluntarily assume those Risks on behalf of the Minor and myself. I hereby release and hold harmless the Releasees who through negligence or carelessness or otherwise might be liable to the Minor, me, or our respective heirs or assigns for damages.

VIII. **Use of Name.** No advertising or publicity matter having or containing any reference to UMBC or in which the name of UMBC is mentioned shall be made use of by me or the Minor until written approval has been obtained from an authorized representative of UMBC. I hereby consent, on behalf of the Minor and myself, to UMBC's use of the Minor's name and likeness in connection with the Activity for educational, promotional, or other University purposes.

IX. **Export Control Regulations.** I agree to comply with and to cause Minor to comply with all applicable export control regulations of the United States of America, and agree to be responsible for obtaining all information regarding such information that is necessary for such compliance. I agree to confirm with UMBC if a Material Transfer Agreement is required for any material brought into or removed from UMBC.

X. **Governing Law.** This Agreement shall be governed in all respects by the laws of the State of Maryland without reference to its conflicts of laws principles. I expressly consent and submit to the exclusive jurisdiction of any court of competent jurisdiction in the State of Maryland.

THIS IS A RELEASE OF LEGAL RIGHTS – READ BEFORE SIGNING

I hereby acknowledge and represent that I have read this entire document, that I understand its terms and provisions, that I understand it affects my legal rights and those of my Minor child, that it is a binding Agreement, and that I have signed it knowingly and voluntarily.

Parent or Guardian Printed Name
Emergency Phone Number: _____

Parent or Guardian Signature

Date

Signature below acknowledges that the Minor has read and understands the requirements set forth in this Agreement.

Minor Printed Name

Minor Signature

Date

Sponsoring University Principal Investigator (PI)/Faculty or Staff Supervisor:

Signature: _____
Printed Name: _____
Title: _____

Agreed and Acknowledged by Unit Administrator:

Signature: _____
Printed Name: _____
Title: _____