

UNIVERSITY OF NOTRE DAME
NOTRE DAME TRAIL – ADULT AND MINOR CHILD
WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

I, being of legal age, have requested that the University permit my minor child and I to participate in the Activities associated with Notre Dame Trail (the "Trail") sponsored by the University of Notre Dame, Notre Dame, Indiana (the "University") sometime during the period August 13 to August 26, 2017. I am fully aware that our participation in the Trail is totally voluntary. In consideration of the University's agreement to permit my minor child and I to participate in the aforementioned Trail the receipt and sufficiency of which consideration is hereby acknowledged, I agree as follows:

1) I, individually, and on behalf of my minor child and our respective heirs, successors, assigns and personal representatives, hereby release, acquit and forever discharge the University and its employees, students, agents, servants, contractors, officers, trustees and representatives (in their official and individual capacities) from any and all liability whatsoever, including liability for the University's own negligence, for any and all damages, losses or injuries (including death, mental anguish or emotional distress) to persons and/or property, including but not limited to any claims, demands, actions, causes of action, damages, costs, expenses (including hospital and medical expenses) and attorneys fees, which arise out of, occur during, or result from our participation in the Trail and related travel and including, without limitation, any loss, claim, demand or suit that my child might assert once he/she attains the age of majority.

2) I, individually, and on behalf of my minor child and our respective heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless the University, and its employees, students, agents, servants, contractors, officers, trustees and representatives (in their official and individual capacities) from any and all liability, loss or damage they or any of them incur or sustain as a result of any claims, demands, actions, causes of action, judgments, costs or expenses, including attorneys fees, which result from, arise out of, or relate to our participation in the aforementioned Trail and including all travel.

3) I agree that this Waiver, Release and Indemnification Agreement is governed by the laws of the State of Indiana and is intended to be as broad and inclusive as permitted by the laws of the State of Indiana. If any portion hereof is held invalid, it is agreed that the balance hereof shall, notwithstanding, continue in full legal force and effect. In the event of any cause of action related to the Trail, I agree that jurisdiction lies with the St. Joseph County Superior Court or the U. S. District Court of Northern District of Indiana.

4) I hereby acknowledge and accept that there are certain risks, known and unknown, including bodily injury and death that could result from our participation in the aforementioned Trail. The Trail will begin at the Basilica of St. Francis Xavier, Vincennes, Indiana and will include, but will not be limited to, walking or running long distances, dinner events, inflatables, petting zoos and carnival rides. I have knowingly and voluntarily decided to assume the risks of these inherent dangers in consideration of the University's permission to allow my minor child and I to participate in the aforementioned Trail. I hereby release and discharge the University from any and all negligence, including the University's own negligence, in connection with our travel, attendance at or participation in the Trail, except for any gross negligence or willful and wanton misconduct on the part of the University.

5) I hereby consent to any publicity, including the University's use of our name and likeness, worldwide for any purpose, including educational and advertisement purposes, and in any format, including on website display and on CDs/DVDs. I waive any right to inspect and/or approve the final production of such photographs and/or videos which may be used in connection with our participation in the Trail. I release and discharge the University of all responsibility and liability for damages of any kind (including, but not limited to, invasion of privacy; defamation; false light or misappropriation of name, likeness or image) arising out of the use or publication of photographs and/or videos of us by the University. I further waive any claim for compensation of any kind for the University's use or distribution of photography and/or video footage. I understand that this grant of permission and consent is irrevocable.

6) By my acceptance of this Waiver, Release and Indemnification Agreement, 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 that of my minor child, that it is a binding Agreement, and that I have agreed to the terms and provisions knowingly and voluntarily.

SIGNATURE OF PARENT OR GUARDIAN _____

PRINTED NAME _____

NAME OF MINOR _____

DATE _____