

GRADUATE SCHOOL SUMMER SOIREE 2018: PICNIC & CANOEING ACTIVITIES

WAIVER, RELEASE & INDEMNIFICATION AGREEMENT

I, _____, being of legal age, have requested that the University permit my minor child and I to participate in the Graduate School Summer Soiree 2018: Picnic & Canoeing Activities ("the Activities") at Potato Creek State Park, North Liberty, Indiana, sponsored by the University of Notre Dame du Lac, Notre Dame, Indiana ("the University") on July 25, 2018. I am fully aware that our participation in the Activities is totally voluntary. In consideration of the University's agreement to permit my minor child and I to participate in the Activities, the receipt and sufficiency in 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 their employees, agents, servants, officers, trustees and representatives (in their official and individual capacities) from any and all liability whatsoever 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/or attorneys fees, which arise out of, during or in connection with our participation in the Activities or arising out of travel to or from the University and Potato Creek State Park 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 their employees, agents, servants, officers, trustees and representatives (in their official and individual capacities) from any and all liability, loss or damage me or my minor child may 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 Activities or arising out of travel to or from the University and Potato Creek State Park.

3) I agree that this Waiver, Release and Indemnification Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Indiana, and 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, the laws of the State of Indiana apply and the jurisdiction lies with the St. Joseph County Superior Court or the U. S. District Court of Northern District of Indiana.

4) I represent and warrant that my minor child and I are covered throughout the Activities by a policy of comprehensive health and accident insurance which provides coverage for injuries which I or my child may sustain as part of our participation in the Activities. I hereby release and discharge the University of all responsibility and liability for any injuries, illnesses, medical bills, charges, co-pays, deductibles or similar expense, whether covered by health insurance or not, that I, or my child may incur while participating in the Activities.

5) I acknowledge and accept that there are certain risks, both known and unknown, arising from our participation in the Activities including potential serious bodily injury that could result from my, or my minor child's, participation in the Activities at the Potato Creek State Park which will include athletic games, meals and related outdoor Activities. I also understand that, as a Graduate student, I will have the opportunity to canoe and swim in Worster Lake and I am aware of the risks of injury and drowning in water Activities. I have knowingly and voluntarily decided to assume the risks of these inherent dangers in consideration of the University's permission to allow us to participate in the Activities. I, individually and on behalf of my minor child hereby release and discharge the University from any and all negligence, including the University's own negligence, in connection with our attendance at or participation in the Activities, including travel to and from the University and Potato Creek State Park, except for any gross negligence or willful and wanton misconduct on the part of the University.

6) I consent to any publicity, including the use of our name and likeness, and waive any right to inspect and/or approve any photography, film videotape, recordings or advertising copy which may be used in connection with our participation in the Activities.

7) In signing this Waiver, Release and Indemnification Agreement, I hereby acknowledge and represent that I have read this entire document, that I understand its terms and provision, that I understand it affects my legal rights and those of my child, that it is a binding Agreement, and that I have signed it knowingly and voluntarily.

Signature of Parent/Guardian

Printed Name

Date

Child's Name

Child's Name

Child's Name

Child's Name

Child's Name

Child's Name