

**GRADUATE SCHOOL SUMMER SOIREE 2018: PICNIC & CANOEING ACTIVITIES**  
**WAIVER, RELEASE & INDEMNIFICATION AGREEMENT**

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I, \_\_\_\_\_, being of legal age, have requested that the University permit me 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 my participation in the Activities is totally voluntary. In consideration of the University's agreement to permit me 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 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 my participation in the Activities or arising out of travel to or from the University and Potato Creek State Park.

2) I, individually, and on behalf of my 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 I 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 my 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 I am covered throughout the Activities by a policy of comprehensive health and accident insurance which provides coverage for injuries which I may sustain as part of my 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 may incur while participating in the Activities.

5) I acknowledge and accept that there are certain risks, both known and unknown, arising from my participation in the Activities including potential serious bodily injury that could result from my 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 me to participate in the Activities. I hereby release and discharge the University from any and all negligence, including the University's own negligence, in connection with my 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 my 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 my 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, that it is a binding Agreement, and that I have signed it knowingly and voluntarily.

\_\_\_\_\_  
Signature of Student/Guests

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date