

UNIVERSITY OF NOTRE DAME
WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT
Reilly Visitation Program 2016

I, _____, am the parent or guardian of a minor who will be participating in the *2016 Reilly Visitation Program* (the "Program") at the University of Notre Dame du lac ("the University") in Notre Dame, IN during the period of *February 20 – February 23, 2016*.

I am fully aware that my child's participation in the Program is totally voluntary.

In consideration of the University's agreement to permit my son(s) or daughter(s) to participate in the aforementioned Program, 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, and acquit and forever discharge the University and its employees, agents, servants, officers, trustees, and representatives (in official and individual capacities) from any and all liability whatsoever for any and all damages, losses or injuries to persons or property or both, including but not limited to any claims, demands, actions, causes of actions, damages, costs, expenses and attorneys' fees, which arise out of, during or in connection with my child's participation in the aforementioned Program. I hereby release and discharge the University from any and all negligence, including the University's own negligence (but not its own gross negligence or willful and wanton misconduct), in connection with my minor child's attendance at, or participation in the Programs.
- 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, agents, servants, 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, cause of action, judgments, costs or expenses, including attorney's fees, which result from, arise out of or relate to my child's participation in the aforementioned Program.
- 3) I agree that this Release, Waiver, and Indemnity 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.
- 4) I hereby acknowledge and accept that there are certain risks, including, but not limited to bodily injury, paralysis and death, that could result from my or my child's participation in the aforementioned Program at the University or off campus locations. 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 to participate in the aforementioned Reilly Visitation Program.
- 5) I hereby consent to any publicity, including the University's use of my 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 my participation in the Programs. 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 my minor child 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 of my child. I understand that this grant of permission and consent is irrevocable.

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

Dated: _____

Parent or Guardian's Signature

Prospective Student's Signature

Phone number in case of emergency

Prospective Student's name (printed)

