

UNIVERSITY OF NOTRE DAME VOLUNTEER WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

I, _____, being of legal age, wish to volunteer for and participate in the University of Notre Dame (“Notre Dame”) Family Friendship Program (the “Program”). In consideration of being allowed by Notre Dame to participate in its Family Friendship program as a volunteer host for an international visitor/student, I hereby agree as follows:

1) I understand and agree that I am a volunteer and not an employee or agent of Notre Dame. As such, I acknowledge that I have no expectation of compensation of any kind for my services, including but not limited to monetary compensation, health insurance or other benefits, nor am I entitled to any other employment-related benefit afforded by Notre Dame to its employees. I also understand and agree that, as a volunteer, I am not entitled to any of the protections or benefits afforded employees by law, including but not limited to minimum wage and overtime compensation, worker’s compensation insurance, unemployment compensation insurance and the like.

2) I, individually, and on behalf of any of my minor children living within the household and our respective heirs, successors, assigns and personal representatives, hereby release, acquit and forever discharge Notre Dame and its employees, agents, 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 or property or both, including but not limited to any claims, demands, actions, causes of action, damages, judgments, costs, expenses (including hospital and medical expenses) and attorneys’ fees, which arise out of, occur during, or in connection with my/our participation as a volunteer in the Program.

3) I, individually, and on behalf of any of my minor children living within the household and our respective heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless Notre Dame, and its employees, agents, officers, trustees and

representatives (in their official and individual capacities) from any and all liability, loss, expense or damage that me or my minor children living within the household 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 in any way to my/our participation as a volunteer in the Program.

4) I agree that this Waiver, Release and Indemnification Agreement is to be construed under the laws of the State of Indiana; that it is intended to be as broad and inclusive as permitted by the laws of the State of Indiana; and that if any portion hereof is held invalid, it is agreed that the balance hereof shall, notwithstanding, continue in full legal force and effect.

5) I hereby acknowledge and accept that there are certain inherent risks and dangers arising from my/our participation as a volunteer in the Program. I have knowingly and voluntarily decided to assume the risks of these inherent dangers in consideration of Notre Dame's permission to allow me/us to participate in the Program. I, individually, and on behalf of my minor children living within the household, hereby release and discharge Notre Dame from any and all negligence, including Notre Dame's own negligence, in connection with my participation in the Program except for any gross negligence or willful and wanton misconduct on the part of Notre Dame.

6) 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 provisions, that I understand it affects my legal rights and those of any of my minor children living within the household, that it is a binding Agreement, and that I have signed it knowingly and voluntarily.

Date: _____ 2016

ADULT VOLUNTEER:

ADULT VOLUNTEER:

Name (Print)_____

Name (Print)_____

Signature _____

Signature_____

This is to certify that I represent and warrant that I am the parent/guardian with legal responsibility for the following minor children living within the household, and that I consent and agree to his/her release as provided above, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless Notre Dame from any and all liability incident to my or my minor child's involvement as a volunteer in the Program, even if arising from the negligence of Notre Dame, to the fullest extent permitted by law.

Minor Child Name (Print)_____

Minor Child Name (Print)_____

Minor Child Name (Print)_____

Minor Child Name (Print)_____

Parent/Guardian

Name (Print)_____

Signature_____

Date_____