International Student and Scholar Affairs Program—Adult Waiver, Release, and Indemnification Agreement

I, __________________________, have agreed to participate in the International Student and Scholar Affairs Program __Family Friendship Program__ (“Program”) sponsored by the University of Notre Dame du Lac (“the University”), Notre Dame, Indiana on __2016-2017_________________. I am fully aware that my participation in this program is totally voluntary.

In consideration of the University’s agreement to permit me to participate in the aforementioned Program, 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, emotional distress or mental anguish 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 attorney fees, which arise out of, during or in connection with my participation in the aforementioned Program, including but not limited to any damages, losses, or injuries to persons or property or both, which may be sustained or suffered by my child or any person in connection with my association with my association with, or participation in, activities at, sponsored by, or arising out of his or her travel to or from the Program activities.

2.) I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless the University, their 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, causes of action judgments, costs or expenses, including attorney fees, which result from, arise out of or relate to my participation in the aforementioned Program or arising out of his or her travel to or from the Program activities.

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.

4.) I hereby acknowledge and accept that there are both known and unknown risks, including bodily injury and death, which could result from my participation in the aforementioned Program at the University. 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 aforementioned Program. I, individually hereby release and discharge the University from any and all negligence, including the University’s own negligence, in connection with my attendance at, activities at, or participation in the Program, including travel to and from the University, 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 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 Program.

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 provision, that I understand it affects my legal rights, that it is a binding Agreement, and that I have signed knowingly and voluntarily.

Name (signature) ____________________________ Name (printed) ____________________________

Date ____________________________