

**SENIOR CLASS COUNCIL TRIP
WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT**

I, _____, being of legal age, have requested to participate in the Senior Class Council trip to the South Bend Cubs Game (“Trip”), sponsored by the University of Notre Dame du Lac, Notre Dame, Indiana (the “University”), during the period April 20th, 2017. I understand and acknowledge that I am not required to participate in the Trip and that my participation is wholly voluntary. In consideration of the University’s agreement to permit me to participate in the Trip, the receipt and sufficiency of 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 its employees, students, agents, servants, officers, trustees and representatives (in their official and individual capacities) from any and all liability whatsoever, including liability for the University’s own negligence, 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, occur during, or result from my participation in the Trip.

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 its employees, students, agents, servants, officers, trustees and representatives (in their official and individual capacities) from any and all liability, loss or damage that they or any of them incur or sustain as a result of any claims, demands, actions, causes of action, judgments, costs or expenses, including attorneys fees, which arise out of, occur during, or result from my participation in the Trip.

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 that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full force and effect.

4) 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.

5) I represent and warrant that I am covered throughout the Trip 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 Trip. I release and discharge the University of all responsibility and liability for any injuries, illnesses, medical bills, charges, co-pays, deductibles or similar expenses, whether covered by health insurance or not, I may incur while participating in the Trip.

6) I hereby acknowledge and agree that if I choose to utilize my personal vehicle for transportation, the vehicle is adequately insured and I understand that in the event of an automobile accident, my personal automobile insurance will respond as primary insurance coverage. In addition, the personal automobile insurance will provide coverage for any physical damage loss which may occur to the vehicle. I recognize, accept and agree that the University will not provide coverage for or respond to any claim for damages whatsoever related to my use of my vehicle, whether insured or not insured, whether for personal injury or property damage, including deductibles.

7) 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 Trip.

8) 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 by signing it I am giving up substantial legal rights I might otherwise have, that it is a binding agreement, and that I have signed it knowingly and voluntarily.

Signature

Name (Printed)

Date