

UNIVERSITY OF NOTRE DAME  
WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT  
COLLEGE OF SCIENCE

I, \_\_\_\_\_, being of legal age, have requested that the University permit me to participate in an experiential learning program through the College of Science in \_\_\_\_\_ [City/State] \_\_\_\_\_ (the "Program") sometime during the period \_\_\_\_\_, 202\_\_ to \_\_\_\_\_, 202\_. I understand and acknowledge that the Program is partially sponsored by the University of Notre Dame du Lac, Notre Dame, Indiana ("the University"). In consideration of the University's agreement to permit me to participate in the Program, the receipt and sufficiency of which consideration is acknowledged, I agree as follows:

1) I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, acknowledge and accept that there are certain risks, both known and unknown, including serious bodily injury, illness, infection (including by COVID), disease and death, emotional and psychological injury, mental anguish and social and economic losses that could result from my participation in the Program. I knowingly and voluntarily agree to assume the risks of these inherent dangers in consideration of the University's permission to allow me to participate in the Program

2) I, individually, and on behalf of my heirs, successors, assigns and personal representatives, release, acquit and forever discharge the University, and its employees, students, agents, 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 to persons and/or property, including death, mental anguish or emotional distress, including but not limited to any claims, demands, actions, causes of action, damages, costs, expenses (including hospital and medical expenses and deductibles) and/or attorneys' fees, which arises out of or results from my participation in the Program, including travel.

3) I, individually, and on behalf of my heirs, successors, assigns and personal representatives, agree to indemnify, defend and hold harmless the University, and its employees, students, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability, loss or damage they or any of them 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 Program, including travel.

4) I agree that this Waiver, Release and Indemnification Agreement is governed by the laws of the State of Indiana and is intended to be as broad and inclusive as permitted by Indiana law. If any portion of this Agreement is held invalid, it is agreed that the balance of this Agreement shall, notwithstanding, continue in full legal force and effect. In the event of any cause of action, I agree that exclusive jurisdiction concerning this Agreement lies with the St. Joseph County Superior Court or the U.S. District Court for the Northern District of Indiana.

5) I hereby consent to any publicity, including the University's use of my name and likeness, and 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 Program.

6) I acknowledge and accept that the University reserves the right to require me to submit health screenings, including infectious disease health screenings, prior to or during my participation in the Program in the University's discretion. Refusal to submit to such screenings will result in a denial of entry or removal from the Program. The University reserves the right to refuse to admit into or remove me from the Program on the basis of demonstrated or suspected illness.

7) I understand and acknowledge that the University assumes no responsibility or liability, in whole or in part, for any delays, delayed or changed departure or arrival times, sickness, disease, injuries (including death), losses, damages, weather, strikes, acts of God, circumstances beyond the control of the University, criminal activity, expense, accident, injuries or damage to property, bankruptcies of service providers, inconveniences, cessation of operations, mechanical defects, failure or negligence of any nature howsoever caused in connection with any accommodations, restaurants, transportation, or other service or for any substitution of common carrier beyond the University's control, with or without notice. My personal property is at my risk entirely.

8) In signing this Waiver, Release and Indemnification Agreement, I 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, that it is a binding Agreement, and that I have signed it knowingly and voluntarily.

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Signature Printed Name Date