## WAIVER OF LIABILITY

In consideration of my acceptance and participation in the University of Notre Dame ("Notre Dame") (Camp/Clinic), 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 my person and/or property, including but not limited to any claims, demands, actions, causes of action, damages, costs, expenses (including hospital and medical expenses) and attorneys fees, which arise out of, occur during, or result from my participation in the (Camp/Clinic), including travel to and from the University.

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 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 result from, arise out of, or relate to my participation in the aforementioned (Camp/Clinic) or arise out of my travel to or from the University.

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 the laws of the State of Indiana. If any portion hereof is held invalid, it is agreed that the balance hereof shall, notwithstanding, continue in full legal force and effect. In the event of any cause of action related to the Activities, I agree that jurisdiction lies with the St. Joseph County Superior Court or the U. S. District Court of Northern District of Indiana.

4) I hereby acknowledge and accept that there are certain risks, known and unknown, including bodily injury and death that could result from my participation in the aforementioned (Camp/Clinic) at the University, which will include physical and athletic activities. 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 (Camp/Clinic). I hereby release and discharge the University from any and all negligence, including the University's own negligence, in connection with my participation in the (Camp/Clinic), including travel to and from the University, except for any gross negligence or willful and wanton misconduct on the part of the University. PUBLICITY CONSENT

I hereby give Notre Dame, its assigns, contractors, licensees, and legal representatives the irrevocable right to use my name, picture, voice and/or likeness in all forms and media and in all manners for advertising, for promotion, or for any other lawful purposes, and I waive any right to inspect or approve the finished product, including written copy, that may be created in connection with my participation or attendance at the (Camp/Clinic).

I HAVE READ THE WAIVER OF LIABILITY AND PUBLICITY CONSENT, FULLY UNDERSTAND THEIR TERMS, UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS BY SIGNING BELOW, AND SIGN BELOW FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

**Printed Name** 

Signature

Phone (Day and Night)

Phone (Emergency)