

## TEMPLATE WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT FOR MINORS

I, \_\_\_\_\_, being of legal age, have requested that the University permit my minor child to participate in the African American Plunge Retreat (the "Retreat") sponsored by the University of Notre Dame du Lac, Notre Dame, Indiana ("the University") on August 24, 2018. I understand and acknowledge that my minor child's participation in the Retreat is wholly voluntary. In consideration of the University's agreement to permit my minor child to participate in the Retreat, the receipt and sufficiency of which consideration is acknowledged, I agree as follows:

1) I acknowledge and accept that there are certain risks, both known and unknown, including potential serious bodily injury and death that could result from my minor child's participation in the Retreat that will include travel. I knowingly and voluntarily agree to assume the risks of these inherent dangers in consideration of the University's permission to allow me / my minor child to participate in the Retreat.

2) I, individually, and on behalf of my minor child and our respective 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 arise out of or result from my minor child's participation in the Retreat or travel to or from the Retreat. This release includes, but is not limited to, any loss, claim, demand or suit that my minor child might assert once he/she attains the age of majority.

3) I, individually, and on behalf of my minor child and our respective 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 minor child's participation in the Retreat or travel to or from the Retreat.

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) The University reserves the right in its sole discretion to dismiss my minor child from the Retreat at any time should my minor child's actions or general behavior disrupt, interfere with, or otherwise impede the operation of the Retreat or the rights or welfare of any person. Similarly, I agree and understand that my minor child may be required to leave the Retreat if my minor child's conduct violates any policy or procedure of the University, including the Student Alcohol Policy or any other provision of *du Lac: A Guide to Student Life*, which I agree shall apply to my minor child's conduct while in the Retreat. I understand that my minor child may be referred to the appropriate University officials for further disciplinary or other action and I hereby consent to the jurisdiction of the University to discipline my minor child, separately and cumulatively, for any instances of misconduct that occur during the Retreat or during my minor child's time participating in the Retreat. I agree not to challenge in any forum or proceeding the authority or jurisdiction of the University to discipline my minor child at any time for my misconduct, during or in connection with the Retreat or any travel related thereto. In the event that my minor child is dismissed or otherwise administratively separated from the Retreat, I agree, upon receipt of notice from the University, that my minor child will refrain from participation (or further participation) therein. If payment was remitted for the Retreat prior to any such dismissal or administrative separation, I will not receive any refund (pro-rated or otherwise) for any portion of the Retreat that my minor child is unable to complete. I understand that the University reserves the right in its sole discretion to cancel the Retreat or any component thereof prior to departure.

6) I hereby consent to any publicity, including the University's use of my child's 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 child's participation in the Retreat.

7) 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 the legal rights of my child, that it is a binding Agreement, and that I have signed it knowingly and voluntarily.

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Signature of Parent/Guardian

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Printed Name

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Date