

UNIVERSITY OF NOTRE DAME
DNA Center SUMMER CAMP PROGRAM
STATEMENT OF RESPONSIBILITY AND AUTHORIZATION
WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT
MINORS

I, _____, am the parent or guardian of a minor child, _____ who will be participating in the DNA Center Summer Camp Program (“Program”) at the University of Notre Dame du Lac (“the University”) Notre Dame, Indiana during the period _____ to _____. I am fully aware that my child’s participation in the Program is totally voluntary.

In consideration of the University’s agreement to permit my minor child to participate in the aforementioned Program, the receipt and sufficiency of which consideration is hereby acknowledged, I agree as follows:

1) I, individually, and on behalf of my minor child and our respective heirs, successors, assigns and personal representatives, hereby release, acquit and forever discharge the University and their employees, agents, students, 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), 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 attorneys fees, which arise out of, during or in connection with my child’s attendance at, activities at, sponsored by, participation in, or arising out of the aforementioned Program, including travel to or from the University and Program sites and including, without limitation any loss, claim, demand or suit that my child might assert once he/she attains the age of majority.

2) I, individually, and on behalf of my minor child and our respective heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless the University and 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 attorneys fees, which result from arise out of relate to my child’s attendance at, association with, participation in, activities at, sponsored by, or arising out of the aforementioned Program, including travel to or from the University and Program sites.

3) I, individually and on behalf of my minor child, hereby acknowledge and accept that there are both known and unknown risks arising from various activities, including but not limited to bodily injury and death, that could result from my child’s 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 my minor child to participate in the aforementioned Program. I individually and on behalf of my minor child hereby release and discharge the University from any and all negligence, including the University’s own negligence, in connection with my child’s 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.

4) I hereby release and discharge the University of all responsibility and liability for any injuries, illnesses, medical bills, charges, co-pays, deductible or similar expenses, whether covered by health insurance or not, that he/she may incur while participating in this Program. I agree to report to the University’s Director of the Program any physical or mental condition he/she may have which may require special medical attention or accommodation during the Program at least thirty (30) days prior to the start of the Program.

5) I hereby acknowledge and accept that my child's personal property is at my risk entirely.

6) The University reserves the right to decline to accept or retain my child in the Program at any time should his or her actions or general behavior impede the operation of the Program or the rights or welfare of any person. Similarly, if my child's conduct violates any policy or procedure of the University, I understand that my child may be required to leave the Program in the sole discretion of the University's agents and representatives, and may be referred to the appropriate University officials for further disciplinary or other action. If payment was remitted for the Program and in such an event, no refund will be made for any unused portion of the Program. The right is reserved by the University, in its sole discretion, to cancel the Program or any aspect thereof prior to departure.

7) I agree that this Waiver, Release and Indemnification Agreement; Statement of Responsibility and Authorization is intended to be as broad and inclusive as permitted by the laws of the State of Indiana, U.S.A., and 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, 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.

8) I hereby consent to any publicity, including the use of my child's 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 child's participation in this Program.

9) In signing this Waiver, Release and Indemnification Agreement; Statement of Responsibility and Authorization. I hereby 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 and those of my child, that it is a binding Agreement, and that I have signed it knowingly and voluntarily.

Dated: _____, 20__

Parent or Guardian's Signature

Parent or Guardian's Name (Printed)