

**UNIVERSITY OF NOTRE DAME
VIRTUAL PROGRAM**

STATEMENT OF RESPONSIBILITY, WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT FOR MINORS

I, [Name], being of legal age, have requested that the University of Notre Dame du Lac, Notre Dame, Indiana (“the University”) permit my minor child to participate in the DNA Learning Center Virtual Camp (the “Program”) sponsored by the University during the period July 22, 2024 through July 24, 2024. I understand and acknowledge that my child’s participation in the Program is wholly voluntary. In consideration of the University’s agreement to permit my child to participate in the Program, 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, that could arise from my child’s participation in the Program, including without limitation serious bodily injury and/or death, emotional and psychological injury and mental anguish. Such risks may result not only from my child’s or my own actions, inaction, or negligence, but also from the action, inaction, or negligence of others. I also acknowledge or accept that there are certain risks, both known and unknown, that could arise from my child’s utilization of the Internet and other telecommunications services in order to participate remotely in the Program, including without limitation data mining, phishing, viruses, malware, data breach, and cyberbullying. I, individually, and on behalf of my minor child and our respective heirs, successors, assigns, and personal representatives, knowingly and voluntarily agree to assume the risks of these inherent dangers in consideration of the University’s permission to allow my minor child to participate in the Program.

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 Program. 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 Program.

4) I acknowledge and agree that I am solely responsible for the supervision of my minor child at all times during his/her participation in all Program sessions, the condition of the physical environment from which my minor child participates in the Program, and the provision of any emergency or other medical care that my minor child may require during or as a result of his/her participation in the Program. I further acknowledge and agree that the Program is not a substitute for adult supervision at the location from which my minor child is physically participating in the Program, that the Program is not a form of child care or babysitting, that the University is not undertaking any efforts to verify that appropriate in-person supervision is being provided at the location from which my minor child is physically participating in the Program, and that the University cannot evaluate remotely during Program sessions whether my minor child is in need of emergency or medical services.

5) The University reserves the right in its sole discretion to dismiss my child from the Program at any time should my child’s actions or general behavior disrupt, interfere with, or otherwise impede the operation of the Program or the rights or welfare of any person. Similarly, if my minor child’s conduct violates the University’s standards of conduct or any other policy or procedure of the University, I agree and understand that my child may be required to leave the Program as determined by the University in its sole discretion. I understand that the University reserves the right in its sole discretion to cancel the Program or any component thereof at any time.

6) I hereby consent to the University receiving and capturing photographs and video of my minor child during his/her participation in the Program. I further consent to the use of any such photographs and/or videos, including the

University's use of my minor child's name and likeness, Worldwide for any purpose, including educational and advertisement purposes, and in any format, including on website display and on CDs/DVDs. I waive any right to inspect and/or approve the final production of such photographs and/or videos which may be captured or otherwise created in connection with my child's participation in the Program. I release and discharge the University of all responsibility and liability for damages of any kind (including, but not limited to, invasion of privacy; defamation; false light or misappropriation of name, likeness or image) arising out of the use or publication of photographs and/or videos of my minor child by the University. I further waive any claim for compensation of any kind for the University's use or distribution of photography and/or video footage of my child. I understand that this grant of permission and consent is irrevocable.

7) I hereby give consent for my child to participate in all online portions of the Program. I understand the University uses several computer applications and web-based services operated by third parties (web-operators), such as Zoom, Panopto, Canvas, and similar educational programs. In order for my child to use these applications and services, certain basic personal identifying information may need to be provided to the web-operator. Such web-operators may be required to notify parents or legal guardians and obtain their consent before collecting personal information from children under 13 years old, although schools may be permitted to consent to the collection of personal information on behalf of the parents or legal guardians. I hereby grant my permission for the University to provide limited personal identifying information for my child to Zoom, Panopto, Canvas, and any additional educational computer applications and web-based services that the University may deem necessary.

8) I agree that this Waiver, Release and Indemnification Agreement for Minors 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.

9) In signing this Waiver, Release and Indemnification Agreement for Minors, 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 and the legal rights of my minor child, that it is a binding Agreement, and that I have signed it knowingly and voluntarily.

Signature Printed Name Date

Child's Name: _____