

TRYOUT ATHLETES  
WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

I, \_\_\_\_\_, being of "legal age, have requested to tryout for a varsity sport ("Tryouts") and to use the fitness and strength facilities ("facilities") at the University of Notre Dame du Lac ("the University"), Notre Dame, Indiana for the period \_\_\_\_\_. I am fully aware that Tryouts or my participation in varsity sport programs, competitions, training sessions, practices, events and activities and the use of facilities is totally voluntary.

In consideration of the University's agreement to permit me to participate in Tryouts and use the facilities, the receipt and sufficiency of which consideration is hereby acknowledged, 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 for any and all damages, losses or injuries (including death) to persons or property or both, including but not limited to any claims, demands, actions, causes of action, damages, costs, expenses and/or attorneys fees, which arise out of, occur during, or result from my participation in Tryouts, my use of facilities or my 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, agents, servants, officers, trustees and representatives (in their official and individual capacities) from any and all liability, loss or damage that they or any of them incur or sustain as a result of any claims, demands, actions, causes of action, judgements, costs or expenses, including attorneys fees, which arise out of, occur during, or result from my participation in tryouts, my use of the facilities or my travel to and from the University.

3) I agree that this Waiver, Release and Indemnification Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Indiana, and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect.

4) I represent and warrant that I am covered and will be throughout the Tryouts and my use of the facilities by a policy of comprehensive health and accident insurance which provides coverage for injuries which I may sustain as part of the Tryouts and my use of the facilities. By my signature below, I certify that I have confirmed that my health insurance policy will adequately cover me during my use of the facilities; and I hereby release and discharge the University of all responsibility and liability for any injuries, illnesses, medical bills, charges or similar expense I incur while using the facilities or as a result of Tryouts.

5) I hereby acknowledge that my participation in Tryouts and using fitness and other athletic equipment can cause serious injuries, including injuries to internal organs, bones, ligaments and including severe head, brain or neck injuries, paralysis, as well as others, including but not limited to death. It is recommended by this department that I have a physical exam and that I not take part unless I am in good physical condition and have prior experience in the use of similar fitness and other athletic equipment. 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 Tryouts and use their facilities.

6) In signing this Waiver, Release and Indemnification Agreement, I hereby acknowledge and represent that I have read this entire document, that I understand its terms and provisions, that by signing it I am giving up substantial legal rights I might otherwise have, that it is a binding agreement, and that I have signed it knowingly and voluntarily.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date