

UNIVERSITY OF NOTRE DAME
FUNdRUN - ADULT
STATEMENT OF RESPONSIBILITY, WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT

I, _____, being of legal age, have requested that the University permit me to participate in the FUNdRUN Event (the "Event") sponsored by the University of Notre Dame du Lac, Notre Dame, Indiana ("the University") on April 28, 2018. I understand and acknowledge that participation in the Event is wholly voluntary. In consideration of the University's agreement to permit me to participate in the Event, 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 serious bodily injury and death that could arise from my participation in the Event, including running or walking on paved or unpaved surfaces. I knowingly and voluntarily agree to assume the risks of these inherent dangers in consideration of the University's permission to allow me to participate in the Event.

2) I, individually, and on behalf of my 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 arises out of or results from my participation in the Event, or arising out of travel to or from the Event.

3) I, individually, and on behalf of my 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 participation in the Event or travel to or from Event.

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) I hereby consent to any publicity, including the University's use of my 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 used in connection with my participation in the Event. 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 me 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 me. I understand that this grant of permission and consent is irrevocable.

6) 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 my legal rights, that it is a binding Agreement, and that I have signed it knowingly and voluntarily.

Name (Printed)

Signature

Date