

**WAIVER, RELEASE and INDEMNIFICATION AGREEMENT
INTERCOLLEGIATE TEAM TRYOUTS BY MINOR (YOUNGER THAN AGE 18)**

I am the parent or legal guardian of a minor child (younger than age 18), _____, and have requested that the University of Notre Dame du Lac ("the University") allow him/her to participate in a tryout for a University intercollegiate sports team (the "Tryout"). I understand and acknowledge that my child is not required to participate in the Tryout and that my child's participation is wholly voluntary. In consideration of the University's agreement to permit my child to participate in the Tryout, the receipt and sufficiency of which consideration is acknowledged, I agree as follows:

1) 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, agents, officers, trustees, volunteers, coaches, assistant coaches, 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 (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 or deductibles) and/or attorney's fees, that occur during, result from, arise out of or relate to my child's participation in the Tryout, including travel to and from Tryout activities and 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, agree to indemnify, defend and hold harmless the University and its employees, agents, officers, trustees, volunteers, coaches, assistant coaches, and representatives (in their official and individual capacities) from any and all liability, loss or damage directly or indirectly associated with any claims, demands, actions, causes of action, judgments, costs, expenses and/or attorney's fees, that occur during, result from, arise out of or relate to my child's participation in the Tryout, including travel to and from Tryout activities and any loss, claim, demand or suit that my child might assert once he/she attains the age of majority.

3) I represent and warrant that my child shall be covered throughout his/her participation in the Tryout by a policy of comprehensive health and accident insurance that provides coverage for injuries that my child may sustain as part of his/her participation in the Tryout.

4) I acknowledge and accept that there are certain risks, both known and unknown, inherent in my child's participation in the Tryout, including partial or permanent impairment or disability, spinal cord injury, severe head trauma, concussion, brain injury, neck injury, fractures, sprains, other neck or back injury, paralysis, cardiac arrest, stroke, drowning (if the Tryout involves water), other serious bodily injury and/or death, emotional and psychological injury, mental anguish, and social and economic losses. Such risks may result not only from my child's actions, inaction, or negligence, but also from the action, inaction, or negligence of others, including the rules of play, the condition of the premises, or the equipment used for the Tryout. I, on my own behalf and on behalf of my minor child, have knowingly and voluntarily decided to assume the risks of these inherent dangers in consideration of the University's permission to allow my child to participate in the Tryout.

5) I acknowledge that my child's participation in the Tryout may be physically strenuous and that I have instructed my child to withdraw from the Tryout if he/she sustains an injury prior to or during the Tryout that may compromise his/her ability to complete the Tryout in a safe manner.

6) I have instructed my child to wear at all times during the Tryout any and all protective equipment mandated by the University for the Tryout and to maintain and return in good condition any such equipment provided to him/her by the University.

7) I, on my own behalf and on behalf of my minor child, 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 or created in connection with my child's participation in the Tryout.

8) 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 the laws of the State of Indiana. If any portion hereof is held invalid, I agree that the balance hereof shall, notwithstanding, continue in full legal force and effect. I agree that exclusive jurisdiction concerning this Waiver, Release and Indemnification Agreement shall be in the Superior Court of St. Joseph County, Indiana or in the U.S. District Court for the Northern District of Indiana.

9) **By 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 and those of my child, that it is a binding agreement, and that I have signed it knowingly and voluntarily.**

Parent/Legal Guardian Signature

Parent/Legal Guardian Printed Name

Date