

**WAIVER, RELEASE and INDEMNIFICATION AGREEMENT—INTERCOLLEGIATE TEAM TRYOUTS**

I have requested that the University of Notre Dame du Lac (“the University”) allow me to participate in a tryout for a University intercollegiate sports team (the “Tryout”). I understand and acknowledge that I am not required to participate in the Tryout and that my participation is wholly voluntary. In consideration of the University’s agreement to permit me 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 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 participation in the Tryout, including travel to and from Tryout activities.

2) 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, 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 participation in the Tryout, including travel to and from Tryout activities.

3) I represent and warrant that I shall be covered throughout my participation in the Tryout by a policy of comprehensive health and accident insurance that provides coverage for injuries that I may sustain as part of my participation in the Tryout, which coverage may be: (a) Student Health Insurance as provided through the University’s Health Center; (b) my personal insurance policy; or (c) my parent’s/guardian’s insurance policy.

4) I acknowledge and accept that there are certain risks, both known and unknown, inherent in my 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 own 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 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 the Tryout.

5) I acknowledge that participating in the Tryout may be physically strenuous and that it is my responsibility to withdraw from the Tryout if I sustain an injury prior to or during the Tryout that may compromise my ability to complete the Tryout in a safe manner.

6) I agree to wear at all times during the Tryout any and all protective equipment mandated by the University for the Tryout and shall maintain and return in good condition any such equipment provided to me by the University.

7) I consent to any publicity, including the use of my 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 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, that it is a binding agreement, and that I have signed it knowingly and voluntarily.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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