UNIVERSITY OF NOTRE DAME CHILDREN'S CHOIR
WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT FOR MINORS

I, _____, am the parent or guardian of a minor child, _____, who will be participating in activities associated with the University of Notre Dame Children's Choir which may include: practice and performance at various venues including the Good Shepherd Montessori School, South Bend, Indiana and the University of Notre Dame, Notre Dame, Indiana; travel to and from these various venues; an overnight trip ("Choir Activities"), sponsored by the University of Notre Dame du Lac ("University") during the period August 23, 2018 through July 20, 2019. I am fully aware that my child's participation in these Choir Activities is totally voluntary.

In consideration of the University's agreement to permit my son or daughter to participate in the aforementioned Choir Activities the receipt and sufficiency of which consideration is hereby acknowledged, I agree as follows:

1) I, individually, and on behalf of my minor child and our respective 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, including liability for the University's own negligence, for any and all damages, losses or injuries (including death, mental anguish or emotional distress) to my child and/or property, including but not limited to any claims, demands, actions, causes of action, damages, costs, expenses (including hospital and medical expenses) and attorneys fees, which arise out of, occur during, or result from my child's participation in the Choir Activities, including travel, tours, and including without limitation 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, hereby agree to indemnify, defend and hold harmless the University, and its employees, students, agents, servants, officers, trustees and representatives (in their official and individual capacities) from any and all liability, loss or damage they or any of them 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 child's participation in the aforementioned Choir Activities or arise out of his or her travel.

3) 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, it is agreed that the balance hereof shall, notwithstanding, continue in full legal force and effect. In the event of any cause of action related to the Activities, I agree that jurisdiction lies with the St. Joseph County Superior Court or the U. S. District Court of Northern District of Indiana.

4) I hereby acknowledge and accept that there are certain risks, known and unknown, including bodily injury and death that could result from my child's participation in the aforementioned Choir Activities which may include practices, performances, travel, tours, and related activities during an overnight trip. 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 minor child to participate in the aforementioned Choir Activities. I, individually, and on behalf of my minor child, hereby release and discharge the University from any and all negligence, including the University's own negligence, in connection with my child's attendance at or participation in the Choir Activities, including travel, except for any gross negligence or willful and wanton misconduct on the part of the University.

5) The University reserves the right to decline to accept or retain my child in the Choir Activities any time should his or her actions or general behavior impede the operation of the program or the rights or welfare of any person. Similarly, if my child's conduct violates any policy or procedure of the University, I understand that my child may be required to leave the Choir Activities in the sole discretion of the University's agents and representatives.

6) I hereby 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 in connection with my child's participation in the Activities.

7) 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 I understand it affects my legal rights and those of my child (or children), that it is a binding Agreement, and that I have signed it knowingly and voluntarily.

_____	_____	_____
Parent or Guardian Signature	Parent or Guardian Name (Printed)	Date