

UNIVERSITY OF NOTRE DAME
SUMMER MATH CIRCLE TRAINING INSTITUTE PROGRAM
STATEMENT OF RESPONSIBILITY AND AUTHORIZATION
WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT
ADULTS

I, _____, being of legal age, have requested to participate in the Summer Math Circle Training Institute Program (“Program”) at the University of Notre Dame du Lac (“the University”) Notre Dame, Indiana during the period July 10, 2011 through July 16, 2011. I am fully aware that my participation in the Program is totally voluntary.

In consideration of the University’s agreement to permit me to participate in the aforementioned Program, the receipt and sufficiency in which consideration is hereby acknowledged, I agree as follows:

1) I, individually, and on behalf of my respective heirs, successors, assigns and personal representatives, hereby release, acquit and forever discharge the University and their employees, agents, students, 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), 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) and attorneys fees, which arise out of, during or in connection with my attendance at, activities at, sponsored by, participation in or arising out of the aforementioned Program, including travel to or from the University.

2) I, individually, and on behalf of my respective heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless the University and their employees, 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 or arise out of or relate to my attendance at, association with, participation in, activities at, sponsored by, or arising out of the aforementioned Program including travel to or from the University.

3) I hereby acknowledge and accept that there are both known and unknown risks arising from various activities, including but not limited to bodily injury and death, that could result from my participation in the aforementioned Program at the University. 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 aforementioned Program. 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, activities at, or participation in the Program, including travel to and from the University, except for any gross negligence or willful and wanton misconduct on the part of the University.

4) I represent and warrant that I am covered throughout this Program by a policy of comprehensive health and accident insurance which provides coverage for injuries which I may sustain as part of my participation in this Program. I hereby release and discharge the University of all responsibility and liability for any injuries, illnesses, medical bills, charges, co-pays, deductible or similar expenses, whether covered by health insurance or not, I may incur while participating in this Program. I agree to report to the University’s Director of the Program any physical or mental condition I may have which may require special medical attention or accommodation during the Program at least thirty (30) days prior to the start of the Program.

5) The University reserves the right to decline to accept or retain me in the Program at any time should my actions or general behavior impede the operation of the Program or the rights or welfare of any person. Similarly, if my conduct violates any policy or procedure of the University, I understand that I may be required to leave the Program in the sole discretion of the University’s agents and representatives, and may be referred to

the appropriate University officials for further disciplinary or other action. In such an event, no refund will be made for any unused portion of the Program. The right is reserved by the University, in its sole discretion, to cancel the Program or any aspect thereof prior to departure.

6) I hereby 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 in connection with my participation in the Program.

7) I hereby acknowledge and accept that my personal property is at my risk entirely.

8) I agree that this Waiver, Release and Indemnification Agreement; Statement of Responsibility and Authorization is intended to be as broad and inclusive as permitted by the laws of the State of Indiana, U.S.A., and 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, the laws of the State of Indiana apply and the jurisdiction lies with the St. Joseph County Superior Court or the U. S. District Court of Northern District of Indiana.

9) In signing this Waiver, Release and Indemnification Agreement; Statement of Responsibility and Authorization I hereby acknowledge and represent that I have read this entire document, that I understand its terms and provision, that I understand it affects my legal rights, that it is a binding Agreement, and that I have signed it knowingly and voluntarily.

Dated: _____, 2009

Name (Printed)

Signature