

**MINORITY ENGINEERING PROGRAM AND ALUMNI ADVISORY BOARD RETREAT - ADULT
WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT**

I, _____, being of legal age, have requested to participate in the Minority Engineering Program and Alumni Advisory Board Retreat to Oakwood Retreat and Conference Center, Syracuse, Indiana (The "Trip") on September 14 through September 16, 2007, sponsored by the University of Notre Dame du Lac, Notre Dame, Indiana (the "University"). I understand and acknowledge that I am not required to participate in the Trip and that my participation is wholly voluntary.

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

1) I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby release, acquit and forever discharge the University and its employees, agents, 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) to persons or property or both, including but not limited to any claims, demands, actions, causes of action, damages, costs, expenses and/or attorneys fees, which arise out of, occur during, or result from my participation in the Trip.

2) I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless the University and its employees, agents, servants, officers, trustees and representatives (in their official and individual capacities) from any and all liability, loss or damage that 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 arise out of, occur during, or result from my participation in the Trip.

3) I agree that this Waiver, Release and Indemnification Agreement is to be construed under the laws of the State of Indiana, that it is intended to be as broad and inclusive as permitted by the laws of the State of Indiana, and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full force and effect.

4) I hereby consent to any publicity, including the use of my name and likeness in connection with my participation in this Trip.

5) I hereby acknowledge that participation in high ropes courses and related activities can cause serious injuries to internal organs, bones, ligaments, and severe head, brain or neck injuries, paralysis, as well as others, including, but not limited to death. Such injuries, and/or death, may result not only from my own action, inaction or negligence but also the action, inaction, or negligence of others.

6) 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 by signing it I am giving up substantial legal rights I might otherwise have, that it is a binding agreement, and that I have signed it knowingly and voluntarily.

Signature

Name (Printed)

Date