

WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

I, _____, being of legal age, have agreed to participate in the GALLILEE Program, which is a 3-day immersion program for Notre Dame (“the University” or “Notre Dame”) students involving visits to various poverty law-related lawyers and programs, including but not limited to public defender’s offices, prosecutor’s offices, soup kitchens, jails, etc., which are located in various major cities in the United States (“the Program”). I understand and hereby acknowledge that my participation in the Program is wholly voluntary. In consideration of the University’s agreement to permit me to participate in the Program, 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 and forever discharge the University and its employees, agents, servants, officers, trustees, affiliates, students, volunteers 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 my person or property, including but not limited to any claims, demands, actions, causes of action, damages, costs, expenses or attorneys’ fees, which arise out of, occur during or are in any manner connected to my participation in the Program or any travel incident thereto.

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, affiliates, students, volunteers and representatives (in their individual and official capacities) from any and all liability, loss or damage that they or any of them sustain or incur as a result of any claims, demands, damages, actions, causes of action, judgments, costs, expenses or attorneys fees which arise out of, occur during, or are in any manner connected to my participation in the Program or any travel incident thereto.

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

4. I represent and warrant that I will be covered throughout the Program by a policy of comprehensive health and accident insurance which provides coverage for any injuries or health problems I experience or sustain as part of, or during, my participation in the Program or any travel incident thereto. By my signature below, I certify that I have confirmed that my health insurance policy will adequately cover me during the Program; and, I hereby release and discharge the University of all responsibility and liability for an injuries, illnesses, medical bills, charges or other or similar expenses I incur while participating in the Program.

5. I acknowledge that I am aware of the risks and dangers inherent in my participation in the Program and my presence in poverty law-related offices, soup kitchens, jails and other similar programs and facilities located in large urban centers and, in some cases, in high crime areas of those urban centers. These risks and dangers include but are not limited to increased exposure to potential criminal conduct by third parties, including increased risk of assault, battery, robbery, rape, theft and other crimes which could result in bodily injury to me, death or loss of my property. I hereby knowingly and voluntarily assume the risks of each of these inherent dangers and others in consideration of the University’s permission to allow me to participate in the Program.

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 provision, that I understand that it affects my legal rights, that it is a binding legal Agreement, and that I have signed it knowingly and voluntarily.

Signature

Name printed

Date