

WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT
3L Week - 2008

I, _____, being of legal age, have requested to participate in the 2008 3L Week Activities, including athletic activities, cookouts, meals, tours, dances, and field trips (The "Activities") during the period of May 11 through May 16, 2008, sponsored by the Law School's Student Bar Association at 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 Activities and that my participation is wholly voluntary.

In consideration of the University's agreement to permit me to participate in the Activities, 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, students, 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 Activities, including, but not limited to travel.

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, students, 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, cause of action, judgments, costs or expenses, including attorneys fees, which arise out of, occur during, or result from my participation in the Activities, including, but not limited to travel.

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 represent and warrant that I will be covered throughout the Activities by a policy of comprehensive health and accident insurance which will provide coverage for injuries I may sustain as a result of my participation in the Activities. I release and discharge the University from all responsibility, liability or expense it may incur for any medical bills, illnesses, injuries, charges or similar expenses I sustain or incur as a result of my participation in the Activities. In an emergency, University employees or agents may consent on my behalf to my examination, treatment and care as deemed medically necessary by a licensed health care provider(s).

5) I understand and acknowledge that the University assumes no responsibility or liability, in whole or in part, for any delays, delayed or changed departure or arrival times, sickness, disease, injuries (including death), losses, damages, weather, strikes, acts of God, circumstances beyond the control of the University, criminal activity, expense, accident, injuries or damage to property, bankruptcies of service providers, inconveniences, cessation of operations, mechanical defects, failure or negligence of any nature howsoever caused in connection with any accommodations, restaurant, transportation, or other service or for any substitution of common carrier beyond the University's control, with or without notice. My personal property is at my risk entirely.

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