

**SENSEI INSTRUCTOR
WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT**

I, _____, being of legal age, will be acting as a Sensei Instructor for Spring Belt Testing for the Martial Arts Institute (the "Testing") during the period April 26 to April 29, 2007 at the University of Notre Dame du Lac (the "University") in Notre Dame, Indiana. I am fully aware that my participation is totally voluntary.

In consideration of the University's agreement to permit me to participate in the Testing, the receipt and sufficiency of which consideration is hereby acknowledged, I hereby 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 attorney fees, which arise out of, occur during, or result from my participation in the Testing.

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 Testing.

3) I understand that there are risks involved in participating in the Testing, including bodily injury and death, and that it is the responsibility of each participant to engage in only those activities for which he/she has the necessary preparation and skills, I have knowingly and voluntarily decided to assume the risk of these inherent dangers in consideration of my being allowed to participate in the Testing. I certify that I am medically fit to participate in the Testing, and hereby authorize the staff to act for me according to their best judgement in an emergency requiring medical attention.

4) I represent and warrant that I am covered throughout the Testing by a policy of comprehensive health and accident insurance which provide coverage for injuries which I may sustain as part of my participation in the Testing. By my signature below, I certify that I have confirmed that my health insurance policy will adequately cover me during this Testing; and I hereby release and discharge the University of all responsibility and liability for any injuries, illnesses, medical bills, charges or similar expense I incur while participating in the Testing.

5) I understand and agree that I am a volunteer and not an employee or agent of the University. As such, I acknowledge that I have no expectation of compensation of any kind for my Testing services, including, but not limited to, monetary compensation, health insurance, or other benefits, nor am I entitled to any employment-related benefit afforded by the University to its employees. I also understand and agree that as an Instructor, I am not entitled to any of the protections or benefits afforded employees by law, including, but not limited to, minimum wage and overtime compensation, worker's compensation insurance, and unemployment compensation insurance.

6) 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 legal force and effect.

7) In signing this Waiver and Release 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.

Name (Printed)

Signature

Date