

WAIVER AND RELEASE AGREEMENT  
STUDENT STORAGE

I, \_\_\_\_\_, am a student at the University of Notre Dame, Notre Dame, Indiana and over eighteen years of age. I have agreed to store certain of my personal possessions in one or more semi-trailers which will be loaded and unloaded on the University of Notre Dame campus but stored at a location off-campus.

I am aware that the company which owns the semi-trailers on which I will be storing my personal property does not carry any insurance to insure my possessions against damage, theft, casualty, or loss of any kind. I further understand and acknowledge that it is entirely my responsibility to obtain insurance for my personal possessions while they are in storage or in transit.

I understand and hereby acknowledge that the University of Notre Dame is not and will not be responsible or liable for any damage, theft, casualty, loss, or destruction involving my personal property and that the University does not carry insurance for any damage, theft, casualty, loss or destruction involving my property which it is in storage or in transit.

I understand and hereby acknowledge that if my property is damaged, lost, stolen or destroyed for any reason or by any cause, including but not limited to acts of God, nature, weather, fire, theft or otherwise, the University is not responsible therefore; and, in such an event, my only recourse will be any insurance that I have or my parents or guardians have on my behalf. I, individually, and on behalf of my heirs, successors, assigns and personal representatives, agree as follows:

1. To release, acquit and forever discharge the University of Notre Dame and its employees, agents, servants, officers, trustees and representatives from any and all liability, claims, demands, actions, causes of action, judgments, costs, and expenses (including reasonable attorneys fees) which I now have or may have in the future, of whatever kind or nature and howsoever originating, which arise from or by reason of any loss, damage, injury (including death) or destruction of property during or in connection with the loading, unloading, storage or transport of my personal possessions in semitrailers.

2. I agree that this Waiver and Release is intended to be as broad and inclusive as permitted by the laws of the State of Indiana, and if any portion hereof is held invalid, it is agreed that the balance 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.

3. I understand and hereby acknowledge that any inspection of the semi-trailers on which my personal possessions are or may be stored by the University of Notre Dame or any representatives thereof at any time is solely for the benefit of the University of Notre Dame and not for my benefit or on my behalf.

4. I understand and hereby acknowledge that the University of Notre Dame makes no warranty or representation of any kind concerning the quality or condition of the semi-trailers on which my personal possessions will or may be stored and I hereby knowingly and voluntarily assume the risk of any loss, injury (including death), damage or destruction resulting from any defect on or in the semi-trailer on which my personal possessions are stored.

5. In signing this Waiver and Release, I hereby acknowledge and represent that I have read the foregoing Waiver and Release, that I understand its content and terms, and that I understand that such terms are contractual and sign it voluntarily.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date