UNIVERSITY OF NOTRE DAME
ROBINSON COMMUNITY LEARNING CENTER - VOLUNTEERS
STATEMENT OF RESPONSIBILITY, WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT

I, being of legal age, have requested that the University permit me to participate as a volunteer in the Robinson Community Learning Center Programs (the “Programs”) sponsored by the University of Notre Dame du Lac, Notre Dame, Indiana (“the University”) during the period ______________ through ______________. I understand and acknowledge that participation in the Programs is wholly voluntary. In consideration of the University’s agreement to permit me to participate in the Programs, the receipt and sufficiency of which consideration is acknowledged, I agree as follows:

1) I acknowledge and accept that there are certain risks, both known and unknown, including serious bodily injury, illness, infectious disease (including by COVID), disease and death that could arise from my participation in the Programs. I knowingly and voluntarily agree to assume the risks of these inherent dangers in consideration of the University’s permission to allow me participate in the Programs.

2) I, individually, and on behalf of my heirs, successors, assigns and personal representatives, release, acquit and forever discharge the University, and its employees, students, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability whatsoever, including liability for the University’s own negligence, for any and all damages, losses or injuries to persons and/or property, including death, mental anguish or emotional distress, including but not limited to any claims, demands, actions, causes of action, damages, costs, expenses (including hospital and medical expenses and deductibles) and/or attorneys’ fees, which arises out of or results from my participation in the Programs, or arising out of travel in connection with the Programs.

3) I, individually, and on behalf of my heirs, successors, assigns and personal representatives, agree to indemnify, defend and hold harmless the University, and its employees, students, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability, loss or damage they or any of them may incur or sustain as a result of any claims, demands, actions, causes of action judgments, costs or expenses, including attorneys’ fees, which result from, arise out of or relate to my participation in the Programs in connection with the Programs.

4) I agree that this Waiver, Release and Indemnification Agreement is governed by the laws of the State of Indiana and is intended to be as broad and inclusive as permitted by Indiana law. If any portion of this Agreement is held invalid, it is agreed that the balance of this Agreement shall, notwithstanding, continue in full legal force and effect. In the Programs of any cause of action, I agree that exclusive jurisdiction concerning this Agreement lies with the St. Joseph County Superior Court or the U.S. District Court for the Northern District of Indiana.

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 volunteer service, 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 a volunteer, 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 hereby consent to any publicity, including the University’s use of my name and likeness, and waive any right to inspect and/or approve the final production of such photographs and/or videos that may be used in connection with my participation in the Programs.

7) I acknowledge and accept that the University reserves the right to require me to submit health screenings, including infectious disease health screenings, prior to or during my participation in the Programs at the University’s discretion. Refusal to submit to such screenings will result in a denial of entry or removal from the Programs. The University reserves the right to refuse to admit into or remove me from the Programs on the basis of demonstrated or suspected illness.
8) By my acceptance of this Waiver, Release and Indemnification Agreement, I acknowledge and represent that I have read this entire document, that I understand its terms and provisions, that I understand it affects my legal rights, that it is a binding Agreement, and that I have signed it knowingly and voluntarily.

_______________________________  _______________________________  ___________________
Name (Printed)    Signature         Date