

UNIVERSITY OF NOTRE DAME
ROBINSON COMMUNITY LEARNING CENTER – ADULT VOLUNTEER
WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT

I, _____, being of legal age, have requested that the University permit me to participate in Robinson Community Learning Center Programs sponsored by the University of Notre Dame du Lac, Notre Dame, Indiana ("the University") sometime during the period September 1, 2022 to August 31, 2023. I understand and acknowledge that my 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 potential serious bodily injury, illness, infection (including by COVID), disease and death that could result from my participation in the Programs, or travel to and from 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 to 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 arise out of or result from my participation in the Programs or travel to or from 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 or travel to or from 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 event 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 acknowledge and accept that the University reserves the right to require me to submit health screenings prior to, during, or after the Programs, in 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 eject me from the Programs on the basis of demonstrated or suspected illness.

6) 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.

7) I hereby consent to any publicity, including the University's use of my name and likeness, worldwide for any purpose, including educational and advertisement purposes, and in any format, including on website display and on CDs/DVDs. I waive any right to inspect and/or approve the final production of such photographs and/or videos which may be used in connection with my participation in the Programs. I release and discharge the University of all responsibility and liability for damages of any kind (including, but not limited to, invasion of privacy; defamation; false light or

misappropriation of name, likeness or image) arising out of the use or publication of photographs and/or videos of me by the University. I further waive any claim for compensation of any kind for the University's use or distribution of photography and/or video footage of me. I understand that this grant of permission and consent is irrevocable.

8) 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 Project at the University's discretion. Refusal to submit to such screenings will result in my not being accepted into or my removal from the Project. The University reserves the right and sole discretion to refuse to admit me into or remove me from the Project on the basis of demonstrated or suspected illness.

9) In signing 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.

Signature

Printed Name

Date