

**HOLY HALF MARATHON
WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT**

I, _____, being of legal age (18 or older), have asked to participate in the Activities associated with the Holy Half Marathon (the "Activities") sponsored by the University of Notre Dame du Lac ("University") on April 9, 2016. 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 aforementioned 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, including liability for the University's own negligence, for any and all damages, losses or injuries, including death, mental anguish or emotional distress to persons and/or property, including but not limited to any claims, demands, actions, causes of action, damages, costs, expenses (including hospital and medical expenses) and attorneys' fees, which arise out of, during, or in connection with my participation in the aforementioned Activities, including but not limited to any damages, losses, or injuries to persons or property or both, which may be sustained or suffered by me or any person in connection with my association with, or participation in the Activities.

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 individual and official capacities) from any and all liability, loss or damages they or any of them incur or sustain as a result of any claims, demands, damages, actions, causes of action, judgments, costs or expenses, including attorneys' fees, which result from, arise out of or relate to my participation in the aforementioned Activities.

3. I agree that this Waiver, Release and Indemnification Agreement 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 hereof shall, notwithstanding, continue in full legal force in 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.

4. I hereby acknowledge and accept that there are certain risks, known and unknown, including bodily injury and death that could result from my participation in the aforementioned Activities which may include, at my option, training and practice sessions. These training and practice sessions include, but are not limited to, free weight work outs, weight workouts on exercise machines, endurance training and running. The Activities will include running and/or walking on paved and unpaved surfaces. I have knowingly and voluntarily decided to assume the risk of these inherent dangers in consideration of the University's permission to allow me to participate in the aforementioned Activities. I hereby release and discharge the University from any and all negligence, including the University's own negligence, in connection with my attendance at, activities in, or participation in the Activities, including travel to and from the University, except for any gross negligence or willful and wanton misconduct on the part of the University.

5. I represent and warrant that I am covered throughout the Activities by a policy of comprehensive health and accident insurance which provides coverage for injuries which I may sustain as part of my participation in the Activities. I release and discharge the University of all responsibility and liability for any injuries, illnesses, medical bills, charges, co-pays, deductibles or similar expense, whether covered by health insurance or not that I may incur while participating in or attending the Activities.

6. I grant permission to the University to publish my name, age, sex, and race results (including division finish, overall finish, pace per mile and finish time) online following the Holy Half Marathon.

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 Activities. 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. 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 provision, that I understand that it affects my legal rights, that it is a binding Agreement, and that I have signed it knowingly and voluntarily.

Signature

Name printed

Date