

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

I, _____, am the parent or guardian of a minor child, _____, who has requested to participate in the Activities associated with the Holy Half Marathon (the "Activities") sponsored by the University of Notre Dame du Lac (the "University") on April 1, 2017. I am fully aware that my child's participation in these Activities is totally voluntary.

In consideration of the University's agreement to permit my son or daughter 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 minor child and our respective 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 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, occur during, or result from my child's participation in the Activities, including travel to and from the University and including without limitation any loss, claim, demand or suit that my child might assert once he/she attains the age of majority.

2) I, individually, and on behalf of my minor child and our respective 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 official and individual capacities) from any and all liability, loss or damage 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 result from, arise out of, or relate to my child's participation in the aforementioned Activities or arise out of his or her travel to or from the University.

3) 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 the laws of the State of Indiana. If any portion hereof is held invalid, it is agreed that the balance hereof shall, notwithstanding, continue in full legal force and effect. In the event of any cause of action related to the Activities, I agree that 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 child's participation in the aforementioned Activities at the University, which Activities will include running or walking on paved and unpaved surfaces. I, on my own behalf and on behalf of my minor child, have knowingly and voluntarily decided to assume the risks of these inherent dangers in consideration of the University's permission to allow my minor child to participate in the aforementioned Activities. I, individually, and on behalf of my minor child, hereby release and discharge the University from any and all negligence, including the University's own negligence, in connection with my child's attendance at 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 grant permission to the University to publish my minor child's name, age, sex, and race results (including division finish, overall finish, pace per mile and finish time) online following the Holy Half Marathon.

6) I hereby consent to any publicity, including the University's use of my minor child's 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 child's 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 my minor child 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 my child. I understand that this grant of permission and consent is irrevocable.

7) 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 provisions, that I understand it affects my legal rights and those of my child (or children), that it is a binding Agreement, and that I have signed it knowingly and voluntarily.

Parent or Guardian Signature

Parent or Guardian Name (Printed)

Date