

**HOLY HALF MARATHON - VOLUNTEER
WAIVER, RELEASE & INDEMNIFICATION AGREEMENT**

I, _____, being of legal age, will be acting as a Volunteer during the Holy Half Marathon (the "Event") which is sponsored by the University of Notre Dame, Notre Dame, Indiana (the "University") on April 8 and 9, 2016. I am fully aware that my participation is totally voluntary.

In consideration of the University's agreement to permit me to participate in the Event, the receipt and sufficiency of which consideration is hereby acknowledged, I hereby 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, 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/or attorney fees, which arise out of, occur during, or result from my attendance or participation in the Event.

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, agents, servants, officers, trustees and representatives (in their official and individual capacities) from any and all liability, loss or damage that they or any of them incur or sustain as a result of any claims, demands, actions, causes of action, judgments, costs or expenses, including attorney's fees, which arise out of, occur during, or result from my participation in the Event.

3) I hereby release and discharge the University of all responsibility and liability for any injuries, illnesses, medical bills, charges, co-pays, deductibles or similar expense I incur while participating in the Event.

4) 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.

5) 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 Event. 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 Event. 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 Event, including travel to and from the University, except for any gross negligence or willful and wanton misconduct on the part of the University.

6) I agree that this Waiver, Release and Indemnification Agreement is to be construed under the laws of the State of Indiana, that it is intended to be as broad and inclusive as permitted by the laws of the State of Indiana, and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect.

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 Event. 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 and Release, I hereby acknowledge and represent that I have read this entire document, that I understand its terms and provisions, that by signing it I am giving up substantial legal rights I might otherwise have, that it is a binding agreement, and that I have signed it knowingly and voluntarily.

NAME

SIGNATURE

DATE