

**UNIVERSITY OF NOTRE DAME
PINK OUT ZUMBA EVENT
WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT
ADULT AND MINORS**

I, _____, being of legal age, have requested that the Sponsors permit my minor child/ren and me to participate in the Pink Out Zumba Event (the "Event") sponsored by the Brian Kelly Family Foundation, dba, Kelly Cares Foundation, TSB Fitness Studio and the Sponsors of Notre Dame du Lac, Notre Dame, Indiana ("the Sponsors") on October 1, 2019. I understand and acknowledge that participation in the Event is wholly voluntary. In consideration of the Sponsors' agreement to permit my minor child/ren and me to participate in the Event, 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 and death that could arise from our participation in the Event. I knowingly and voluntarily agree to assume the risks of these inherent dangers in consideration of the Sponsors' permission to allow my minor child/ren and me to participate in the Event.

2) I, individually, and on behalf of my minor child/ren and our respective heirs, successors, assigns and personal representatives, release, acquit and forever discharge the Sponsors, 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 Sponsors' 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 our participation in the Event, or arising out of travel and including without limitation any loss, claim, demand or suit that my minor child/ren might assert once he/she attains the age of majority.

3) I, individually, and on behalf of my minor child/ren and our respective heirs, successors, assigns and personal representatives, agree to indemnify, defend and hold harmless the Sponsors, 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 our participation in the Event or related travel.

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 hereby consent to any publicity, including the Sponsors' use of our 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 that may be used in connection with our participation in the Event. I release and discharge the Sponsors 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/ren or me by the Sponsors. I further waive any claim for compensation of any kind for the Sponsors' use or distribution of photography and/or video footage of my child/ren or me. I understand that this grant of permission and consent is irrevocable.

6) 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 and the legal rights of my child/ren, that it is a binding Agreement, and that I have signed it knowingly and voluntarily.

Name (Printed)

Signature

Dated

Child/ren's Name: _____

Child/ren's Name: _____