

**UNIVERSITY OF NOTRE DAME
NEW MEXICO QUARKNET SANDIA PEAK COSMIC STUDY
WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT**

I, _____, being of legal age, have requested that the University permit me to participate in the University of Notre Dame du Lac, Notre Dame, Indiana (the "University") New Mexico QuarkNet Sandia Peak Cosmic Study in Albuquerque, New Mexico (the "Study") sponsored by the University on June 27, 2023. I understand and acknowledge that my participation in the Study is wholly voluntary. In consideration of the University's agreement to permit me to participate in the Study, 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 Study and related travel. 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 Study.

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 Study including travel.

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 Study including 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 Study 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 Study, in the University's discretion. Refusal to submit to such screenings will result in a denial of entry or removal from the Study. The University reserves the right to refuse to admit into or eject me from the Study on the basis of demonstrated or suspected illness.

6) I hereby consent to any publicity, including the University's use of my name and likeness, and waive any right to inspect and/or approve the final production of such photographs and/or videos that may be used in connection with my participation in the Study.

7) 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