MINORITY ENGINEERING PROGRAM AND ALUMNI ADVISORY BOARD RETREAT - MINOR WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

I, ____________________________, am the parent or guardian of a child who will be participating in the Minority Engineering Program and Alumni Advisory Board Retreat to Oakwood Retreat and Conference Center, Syracuse, Indiana (the “Trip”) sponsored by the University of Notre Dame du Lac (“the University”) Notre Dame, Indiana on September 14 through September 16, 2007. I am fully aware that my child’s participation in this Trip is totally voluntary.

In consideration of the University’s agreement to permit my minor child to participate in the aforementioned Trip, the receipt and sufficiency in 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 their employees, agents, servants, officers, trustees and representatives (in their official and individual capacities) from any and all liability whatsoever for any and all damages, losses or injuries, including death, to persons or property or both, including but not limited to any claims, demands, actions, causes of action, damages, costs, expenses and attorneys fees, which arise out of, during or in connection with my child’s participation in the aforementioned Trip, including but not limited to any damages, losses, or injuries to persons or property or both, which may be sustained or suffered by my child or any person in connection with my child’s participation in the Trip.

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 their employees, 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 relate to my child’s participation in the aforementioned Trip.

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 and effect.

4) I hereby acknowledge and accept that participation in high ropes courses and related activities can cause serious injuries to internal organs, bones, ligaments, and severe head, brain or neck injuries, paralysis, as well as others, including, but not limited to death. Such injuries, and/or death, may result not only from my own action, inaction or negligence but also the action, inaction, or negligence of others.

5) I hereby consent to any publicity, including the use of my child’s name and likeness in connection with their participation in this Trip.

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

Dated: _____________________________________  _____________________________________________

Child’s Name (Print)

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Parent or Guardian Name (Print)

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Parent or Guardian Signature