

**UNIVERSITY OF NOTRE DAME COMPTON FAMILY ICE ARENA
STATEMENT OF RESPONSIBILITY, WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT**

I, being of legal age, have requested that the University of Notre Dame du Lac ("the University") permit me and/or my minor child/ren to participate in activities that include, but are not limited to: Hockey, Ice Skating, Curling, Zamboni Rides, Hockey Game Events or other activities at the Compton Family Ice Arena (the "Activities"). I understand and acknowledge that participation in the Activities is wholly voluntary. In consideration of the University's agreement to permit me and/or my minor child/ren to participate in the Activities, the receipt and sufficiency of which consideration is acknowledged, I agree as follows:

1) I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, acknowledge and accept that: (a) there are certain risks, both known and unknown, including serious bodily injury, partial or permanent impairment or disability, spinal cord injury, severe head trauma, concussion, brain injury, neck injury, fractures, sprains, back injury, paralysis, cardiac arrest, stroke, illness, infection (including COVID-19), disease and death, emotional and psychological injury, mental anguish and social and economic losses that could result from my participation, or the participation of my minor child/ren, in the Activities that will include physical and/or athletic activities; (b) such risks may result not only from my own actions, inaction, or negligence, but also the action, inaction, or negligence of others, including the rules of play, the condition of the premises, or the equipment used; and (c) the nature of such risks is that the safety or preventative measures, protocols, or precautions implemented by the University to address the risks will not eliminate these risks to me. I knowingly and voluntarily agree to assume the risks of these inherent dangers in consideration of the University's permission to allow me and/or my minor child/ren to participate in the Activities.

2) I, individually, and on behalf of myself and my minor child/ren and our respective 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 minor child/ren's and/or my participation in the Activities. This release includes, but is not limited to, 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 myself and my minor child/ren and our respective 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 minor child/ren's and/or my participation in the Activities.

4) I acknowledge that participation in the Activities may be physically strenuous. I acknowledge that I have been advised by the University to obtain a physical examination by a qualified physician before participating in the Activities and represent to the University that my minor child/ren and I are in good physical condition and fit for the activities in which we are requesting permission to participate.

5) I hereby consent to any publicity, including the University's use of the name and likeness of my minor child/ren or me, and waive any right to inspect and/or approve the final production of such photographs and/or videos which may be used in connection with participation in the Activities.

6) I acknowledge and accept that the University reserves the right to require me or my minor child/ren to submit to health screenings, including infectious disease health screenings, prior to or during participation in the Activities in the University's discretion. Refusal to submit to such screenings will result in a denial of entry to, or removal from, the Compton Family Ice Arena. The University reserves the right to refuse to admit into or remove any person from the Compton Family Ice Arena on the basis of demonstrated or suspected illness.

7) 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.

8) By accepting 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 minor child/ren, that it is a binding Agreement, and that I have signed it knowingly and voluntarily.

Signature

Printed Name

Date

Child's name (if the participant)