

UNIVERSITY OF NOTRE DAME
INSTITUTE FOR SCHOLARSHIP IN THE LIBERAL ARTS
STATEMENT OF RESPONSIBILITY, WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT

I, _____, being of legal age, have requested, and accepted University of Notre Dame, Notre Dame, Indiana (the "University") funding to cover (or partially cover) my participation in research opportunities in [Location] _____ (the "Research") sometime during the period [Beginning Date] _____ to [End Date] _____. I understand and acknowledge that participation in the Research is wholly voluntary. In consideration of the University's agreement to permit me to participate in the Research, 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, 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 in the Research ; (b) such risks may result not only from my own actions, inaction, or negligence, but also the action, inaction, or negligence of others; 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 to participate in the Research, including travel.

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 arises out of or results from my participation in the Research, 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 Research, 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 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 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 which may be used in connection with participation in the Research.

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

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.

Name (Printed)

Signature

Date