

STUDENT ACTIVITIES OFFICE  
WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

I, **Peter Ford**, being of legal age, have requested that the University permit me to participate in the 36th Annual Flyin' Irish Basketball Tournament **sponsored by** the University of Notre Dame du Lac, Notre Dame, Indiana ("the University") sometime during the period August 1, 2021 to August 1, 2022. I understand and acknowledge that my participation in the 36th Annual Flyin' Irish Basketball Tournament is totally voluntary. In consideration of the University's agreement to permit me to participate in the 36th Annual Flyin' Irish Basketball Tournament, 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 by COVID), disease and death, emotional and psychological injury, mental anguish and social and economic losses that could result from my participation in the 36th Annual Flyin' Irish Basketball Tournament that may include physical and 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 to participate in the [Program/Event/Activity].

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 [Program/Event/Activity], 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 [Program/Event/Activity], 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 my participation in the [Program/Event/Activity].

6) I acknowledge and accept that the University reserves the right to require me to submit health screenings, including infectious disease health screenings, prior to or during my participation in the 36th Annual Flyin' Irish Basketball Tournament at the University's discretion. Refusal to submit to such screenings will result in a denial of entry or removal from the [Program/Event/Activity]. The University reserves the right to refuse to admit into or remove me from the 36th Annual Flyin' Irish Basketball Tournament 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.

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A handwritten signature in black ink, appearing to read "Peter Ford". The signature is stylized with a large "P" and "F".

Signature

**Peter Ford**  
Printed Name

**January 20, 2022**  
Date