

**UNIVERSITY OF NOTRE DAME COMPTON FAMILY ICE ARENA  
WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT  
2018 – 2019 (July 1 – June 30)**

I, \_\_\_\_\_, being of legal age (18 or older), have voluntarily elected to participate in ice skating, ice hockey, curling and/or broomball activity (collectively “Activity”) at the Compton Family Ice Arena (“Arena”) at the University of Notre Dame du Lac, Notre Dame, Indiana (the “University”) during the period of time starting with the date of my signature below through June 30, 2019. I am fully aware that my participation in this Activity is totally voluntary. In consideration of the University’s agreement to permit me to participate in the Activity, the receipt and sufficiency of which consideration is hereby acknowledged, I agree as follows:

1. I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, hereby release, acquit and forever discharge the University and its employees, agents, servants, officers, trustees, and representatives (in their official and individual capacities) from any and all liability whatsoever, excluding liability for the University’s sole negligence, for any and all damages, losses or injuries (including death, mental anguish or emotional distress) to myself and/or property, including but not limited to any claims, demands, actions, causes of action, damages, costs, expenses (including hospital and medical expenses) and attorneys’ fees, which arise out of, occur during, or result from my participation in the aforementioned Activity, including travel to and from the University.

2. I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, hereby agree to indemnify, defend and hold harmless the University and its employees, agents, servants, officers, trustees and representatives (in their individual and official capacities) from any and all liability, loss or damages incurred or sustained (including injury or damage to persons and/or property) as a result of any claims, demands, damages, actions, causes of action, judgments, costs, expenses (including hospital and medical expenses) and/or attorneys’ fees, which result from, arise out of, or relate to my participation in the aforementioned Activity, including travel to and from the University.

3. 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 the laws of the State of Indiana. If any portion hereof is held invalid, it is agreed that the balance hereof shall, notwithstanding, continue in full legal force and effect. In the event of any cause of action related to the Activity, I agree that jurisdiction lies with the Superior Court of St. Joseph County, Indiana or the U. S. District Court of Northern District of Indiana.

4. I hereby acknowledge and accept that there are certain risks, known and unknown, including bodily injury and death, inherent in ice skating, the game of ice hockey, and the games of broomball and curling. I have knowingly and voluntarily decided to assume the risk of these inherent dangers in consideration of the University’s permission to allow me to participate in the aforementioned Activity. I hereby release and discharge the University from any and all negligence, excluding the University’s sole negligence, in connection with my participation in the Activity, including travel to and from the University.

5. I hereby agree that, if I engage in any ice hockey or broomball activity at the Arena, I shall have sole responsibility for wearing at all times while on the ice rink surface all protective equipment required by the Arena for such activity, including a helmet that meets the Arena’s requirements. I hereby acknowledge that my non-compliance with any such requirement may result in my ejection from the Arena on the date(s) on which I violate the requirement.

6. I hereby represent and warrant that, before I engage in any ice hockey activity at the Arena, I shall be a registered member of USA Hockey, Inc. at the time of that ice hockey activity.

7. **By 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 provisions, that I understand that it affects my legal rights, that it is a binding Agreement, and that I have signed it knowingly and voluntarily.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Date