

To be read and signed by the parents of minors (age 17 or younger) who are performing research in a **volunteer or unpaid** capacity

UNIVERSITY OF NOTRE DAME
SCIENTIFIC RESEARCH WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT
for MINORS

I, _____, am the parent or guardian of a child (or children) who will be conducting research in a Laboratory (“Research”) sponsored by the University of Notre Dame du Lac Notre Dame, Indiana (the “University”) during the period _____ through _____. I am fully aware that my child’s (or children’s) participation in this Research is totally voluntary.

In consideration of the University’s agreement to permit my minor child (or children) to participate in the aforementioned Research, the receipt and sufficiency in which consideration is hereby acknowledged, I agree as follows:

1) I, individually, and on behalf of my minor child (or children) and our respective heirs, successors, assigns and personal representatives, hereby release, acquit and forever discharge the University and its employees, students, 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, mental anguish or emotional distress to my child (or children) 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 child’s (or children’s) participation in the Research including travel to and/or from the University.

2) I, individually, and on behalf of my minor child (or children) and our respective heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless the University, and its employees, students, 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 (or children’s) participation in the aforementioned Research or arising out of his or her travel to and/or from the University.

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) In the event of any cause of action, the laws of the State of Indiana apply and the jurisdiction lies with the St. Joseph County Superior Court or the U. S. District Court of Northern Indiana.

5) I hereby acknowledge and accept that there are certain risks, including bodily injury and death that could result from my child’s (or children’s) participation in the aforementioned Research which will include working in biological and/or chemical teaching and research laboratories. I have knowingly and voluntarily decided to assume the risks of these dangers in consideration of the University’s permission to allow my minor child (or children) to participate in the aforementioned Research. I, individually and on behalf of my minor child (or children) hereby release and discharge the University from any and all negligence, including the University’s own negligence, in connection with my child’s (or children’s) attendance at, or participation in the Research, including travel to and from the University, except for any gross negligence or willful and wanton misconduct on the part of the University.

6) I hereby consent to any publicity, including the use of my child’s (or children’s) name and likeness, and waive any right to inspect and/or approve any photography, film videotape, recordings or advertising copy which may be used in connection with my child’s (or children’s) participation in the Research.

7) 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 (or children), that it is a binding Agreement, and that I have signed it knowingly and voluntarily.

Dated: _____

Child’s Name (Print)

Parent or Guardian Name (Signature)

Parent or Guardian Name (Print)