UNIVERSITY OF
NOTRE DAME
FACILITIES DESIGN AND OPERATIONS

Utilities & Maintenance
TUNNEL ENTRY WAIVER AND RELEASE AGREEMENT

I, _____, individually, and on behalf of my heirs, successors, personal representatives and assigns, am a person of legal majority. The University of Notre Dame du Lac ("the University") has agreed to grant me access to one or more tunnels on or about the University's property ("the Tunnels"). I understand and hereby acknowledge that I am not required to use or access the Tunnels and that my use thereof, and access thereto, is wholly voluntary. I hereby represent and warrant that I possess the amount of knowledge, training and experience necessary to access and use the Tunnels safely, without further training, instruction, education or orientation of any kind. In consideration of being allowed to use and access the Tunnels, 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 for any and all damages, losses or injuries I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, damages, costs, expenses and/or attorney's fees, which arise out of, occur during or result from my use of, or access to, the Tunnels.

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 official and individual capacities) from any and all liability, loss or damage that they or any of them incur or sustain as a result of any claims, demands, actions, causes of action, judgments, costs or expenses, including attorney's fees, which result from, occur during, or arise out of my use of, or access to, the Tunnels at any time.

3)   I agree that this Waiver, Release and Indemnification Agreement is to be construed under the laws of the State of Indiana, that it is intended to be as broad and inclusive as permitted by the laws of the State of Indiana, and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect.

4)   In signing this Waiver and Release I hereby acknowledge and represent that I have read this entire document, that I understand its terms and provisions, that by signing it I am giving up substantial legal rights I might otherwise have, that it is a binding agreement, and that I have signed it knowingly and voluntarily.

Dated: _____

_____
(Signature)

_____
Name (printed)

_____
(Company Name)