

WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT

I, \_\_\_\_\_, being of legal age, have requested permission from the University of Notre Dame du Lac, Notre Dame, Indiana (the "University") to be the subject of a three-dimensional, structured-light scan by Helmick Sculpture, Inc. (the "Scan") sponsored by the University sometime during the period November 13, 2017 to November 16, 2017. I understand and acknowledge that my participation in the Scan is totally voluntary. In consideration of the University's agreement to permit me to participate in the Scan, the receipt and sufficiency of which consideration is acknowledged, I agree as follows:

1) I acknowledge and accept that there are certain risks, both known and unknown, arising from our participation in the Scan, including potential serious bodily injury that could result from our participation in the Scan. 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 Scan.

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 arise out of or result from my participation in the Scan or arise out of travel to or from the University.

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 Scan or travel to or from the University.

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, worldwide for any purpose, including artistic, educational and advertisement purposes, and in any format, including on a sculpture or website display and on CDs/DVDs. I waive any right to inspect and/or approve the final production of such sculptures, photographs and/or videos which may be used in connection with my participation in the Scan. I release and discharge the University of all responsibility and liability for damages of any kind (including, but not limited to, invasion of privacy; defamation; false light or misappropriation of name, likeness or image) arising out of the use or publication of the Scan, photographs and/or videos of me by the University. I further waive any claim for compensation of any kind for the University's use or distribution of the Scan, photography and/or video footage of me. I understand that this grant of permission and consent is irrevocable.

6) 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 provision, that I understand it affects my legal rights, that it is a binding Agreement, and that I have signed it knowingly and voluntarily.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date