

**EXNER ERA AUTO SHOW  
WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT**

I, \_\_\_\_\_, being of legal age (18 or older), have volunteered to participate in Activities associated with the EXNER ERA AUTO SHOW which will include exhibition and display of my automobile and other related activities (the "Activities") taking place on the campus of the University of Notre Dame du Lac ("University") on September 29, 2007. I understand and acknowledge that I am not required to participate in the Activities and that my participation is wholly voluntary.

In consideration of the University's agreement to permit me to participate in the aforementioned Activities, 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, 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 and emotional distress to persons and/or property (including damage to my exhibited automobile) including but not limited to any claims, demands, actions, causes of action, damages, costs, expenses and attorneys' fees, which arise out of, during, or in connection with my attendance at, activities at, association with, or participation in the Activities.

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, students, agents, servants, officers, trustees and representatives (in their individual and official capacities) from any and all liability, loss or damages they or any of them incur or sustain as a result of any claims, demands, damages, actions, causes of action, judgments, costs or expenses, including attorneys' fees, which result from, arise out of or relate to my attendance at, activities at, association with, or participation in the aforementioned Activities.

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. I hereby acknowledge and accept that there are known and unknown risks, including property damage to my exhibited automobile, which could result from my participation in the aforementioned Activities. I have knowingly and voluntarily decided to assume the risk of these dangers in consideration of the University's permission to allow me to attend and participate in the aforementioned Activities. I hereby release and discharge the University from any and all negligence, including the University's own negligence in connection with my attendance at, activities at, or participation in the Activities, except for any gross negligence or willful and wanton misconduct on the part of the University. I recognize and understand that I, alone, am responsible for my exhibited automobile at all times including when it is at the Activities mentioned above and that the University of Notre Dame is in no way responsible for the safeguard and security of my vehicle.

5. I represent and warrant that I am covered throughout the Activities by a policy of insurance which provides coverage for property damage which may be sustained as part of my participation in the Activities. I release and discharge the University of all responsibility and liability for any property damage, deductibles, charges or similar expenses, whether covered by insurance or not, that I may incur from my attendance at, activities at, association with or participation in the Activities.

6. I hereby consent to any publicity, including the use of my 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 attendance at, activities at, or participation in the Activities.

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 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