

HOLY CROSS COLLEGE
WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT
Saints & Scholars 2023

I, _____, am the parent or guardian of a minor who will be participating in the *Saints & Scholars: Summer Theology Institute* (the "Program") at Holy Cross College ("the College") in Notre Dame, IN during the period of ____/____/2023 through ____/____/2023.

I am fully aware that my child's participation in the Program is totally voluntary.

In consideration of the College's agreement to permit my son(s) or daughter(s) to participate in the aforementioned Program, the receipt and sufficiency of which consideration is hereby acknowledged, I agree as follows:

- 1) I, individually, and on behalf of my minor child and our respective heirs, successors, assigns and personal representatives, hereby release, and acquit and forever discharge the College and its employees, agents, servants, officers, trustees, and representatives (in official and individual capacities) from any and all liability whatsoever for any and all damages, losses or injuries to persons or property or both, including but not limited to any claims, demands, actions, causes of actions, damages, costs, expenses and attorneys' fees, which arise out of, during or in connection with my child's participation in the aforementioned Program. I hereby release and discharge the College from any and all negligence, including the College's own negligence (but not its own gross negligence or willful and wanton misconduct), in connection with my minor child's attendance at, or participation in the Program, including travel.
- 2) I, individually, and on behalf of my minor child and our respective heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless the College and its employees, 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, cause of action, judgments, costs or expenses, including attorney's fees, which result from, arise out of or relate to my child's participation in the aforementioned Program, including travel.
- 3) I agree that this Release, Waiver, and Indemnity 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 certain risks, including, but not limited to bodily injury, paralysis and death, that could result from my or my child's participation in the aforementioned Program at the College or off campus locations. I have knowingly and voluntarily decided to assume the risks of these inherent dangers in consideration of the College's permission to allow my minor child to participate in the aforementioned Program.
- 5) I hereby consent to any publicity, including the College's use of my name and likeness, worldwide for any purpose, including educational and advertisement purposes, and in any format, including on website display and on CDs/DVDs. I waive any right to inspect and/or approve the final production of such photographs and/or videos which may be used in connection with my participation in the Programs. I release and discharge the College 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 photographs and/or videos of my minor child by the College. I further waive any claim for compensation of any kind for the College's use or distribution of photography and/or video footage of my child. I understand that this grant of permission and consent is irrevocable.

In signing this Release, Waiver, and Indemnity Agreement, I hereby acknowledge and represent that I have read this entire document, that I understand its terms and provisions, that it effects my legal rights and those of my child, that it is a binding Agreement, and that I have signed it knowingly and voluntarily. **Electronic signatures not accepted.**

Parent or Guardian's Name (printed)

Student's Name (printed)

Parent or Guardian's Signature

Student's Signature

Dated: ____/____/____

Dated: ____/____/____

HOLY CROSS COLLEGE
HEALTH INFORMATION AND CONSENT FOR EMERGENCY MEDICAL TREATMENT FORM

Program Attending: Saints & Scholars: Summer Theology Institute

Student Name: _____ Date of Birth: ____/____/____

Family Doctor: _____ Phone: _____

Family Dentist: _____ Phone: _____

Medical Insurance: _____, _____, _____
(ID Number) (Group Number) (Member's Name)

Medical History: Allergies, if any, including medication and foods: _____

Chronic or existing diseases or medical problems (e.g. diabetes, epilepsy): _____

Medicines now being taken and dosage: _____

Date of last Tetanus injection or booster (if known): _____

Any physical restrictions: _____

TO GRANT CONSENT

I, (we) _____ of _____, _____, _____
City State

the parent(s)/legal guardian(s) of _____, do hereby state that should an
Student Name

emergency arise while the above named student is visiting Holy Cross College, I, (we) do hereby authorize the College's staff to obtain emergency medical treatment attention for him/her. I, (we) do hereby give consent to any necessary examination, anesthetic, medical diagnosis, surgery or treatment, and/or hospital care to be rendered under the general or special supervision and on the advice of any physician or surgeon licensed to practice medicine during the program period.

Permission for Treatment: The health history provided on this form is correct to the best of my (our) knowledge. By my (our) signature(s) below, I (we) hereby grant permission and authorize the provision of emergency medical treatment in the event of an emergency involving an illness or injury while participating in a visit to Holy Cross College.

Release of Information: By my (our) signature(s) below, I (we) authorize Holy Cross College to release medical information regarding the above named person to any person or entity to whom the Holy Cross College refers the prospective student for medical treatment, including without limitation the Health Services at Holy Cross College.

Electronic signatures not accepted.

Parent or Guardian 1's Name (printed)

Parent or Guardian 2's Name (printed)

Parent or Guardian 1's Signature

Parent or Guardian 2's Signature

Dated: ____/____/____

Dated: ____/____/____