PERSONAL ELECTRIC VEHICLE WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

I, being of legal age, have requested that the University of Notre Dame du Lac, Notre Dame, Indiana (the “University”) permit me to use a Personal Electric Vehicle (the “Electric Vehicle”), hereinafter defined as an Electric Scooter, Electric Skateboard or Electric Bicycle, on campus. I understand and acknowledge that my use of an Electric Vehicle is totally voluntary. In consideration of the University’s agreement to permit me to use an Electric Vehicle on campus, the receipt and sufficiency of which consideration is acknowledged, I agree as follows:

1) I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, acknowledge and accept that: (a) there are certain risks, both known and unknown, including serious bodily injury that could result from my use of an Electric Vehicle; (b) such risks may result not only from my own actions, inaction, or negligence, but also the action, inaction, or negligence of others, the condition of campus property, or the Electric Vehicle. I knowingly and voluntarily agree to assume the risks of these inherent dangers in consideration of the University's permission to allow me to use an Electric Vehicle.

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 arises out of or results from my use of an Electric Vehicle.

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 use of an Electric Vehicle.

4) I agree that this 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 agree that the University is not responsible for any loss or damage to my Electric Vehicle, however caused.

6) By my acceptance of this Waiver, Release and Indemnification Agreement, I acknowledge and represent that I have read this entire document, that I understand its terms and provisions, that I understand it affects my legal rights, that it is a binding Agreement, and that I have accepted it knowingly and voluntarily.