Travel Waiver, Release and Indemnification Agreement

This is to inform you that I have made other arrangements and will not travel with the team on the following dates:

____________________________________________________________________________________________________

Details of my travel plans are: (i.e. dates leaving/returning to team/campus; in the company of whom; transportation mode; lodging and accommodations)____________________________________________________________________________

____________________________________________________________________________________________________

____________________________________________________________________________________________________

____________________________________________________________________________________________________

1) In consideration of being allowed not to accompany the official party and team on its scheduled itinerary, the receipt and sufficiency of which consideration is hereby I do hereby, individually, and on behalf of my heirs, successors, personal representatives and assigns release and forever discharge the University and its employees, agents, servants, officers, trustees, students and representatives (in their official and individual capacities) from any and all liability whatsoever for any and all damages, losses or injuries (including death) to persons or property or both, including but not limited to any claims, demands, actions, causes of action, damages, costs, expenses and/or attorneys fees, which arise out of, occur during, or result from my decision not to accompany the official party and my team on its scheduled itinerary, including, without limitation, any travel incident thereto.

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, students 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 attorneys fees, which arise out of, occur during, or result from my decision not to accompany the official party and my team on its scheduled itinerary, including without limitation any travel incident thereto.

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.

5) Approval to leave the team for this purpose has been granted to me by the head coach of the varsity sport in which I participate.

_________________________________________  __________________ __________________________
Signature                               Name (Please print or type)          Date

Approved:

Head Coach                                              Kathleen O Murphy