

UNIVERSITY OF DALLAS

Studies in Catholic Faith & Culture

Participant's Acknowledgment of Terms of Agreement

All individuals choosing to participate (“Participant”) in the University of Dallas Studies in Catholic Faith and Culture Program (“the Program”) are required to review and complete this Participant’s Acknowledgement of Terms of Agreement form as a condition of their participation in the Program at an approved Host Institution (“Host”).

In consideration of participation in the Program and by my signature below, I acknowledge the following:

1. The University of Dallas (“University”) and Host, their employees, agents, trustees, and Program officials are not responsible for Participant safety or welfare when engaged in the Program.
2. I voluntarily assume all responsibility for any risks of loss, property damage or personal injury, that I may sustain as a result of my participation in the Program.
3. I understand that I will not have access to course videos outside of the assigned Program meeting times. Recommended reading lists, text excerpts, and discussions questions will be provided to me by the Program Facilitator. I understand that I will not have direct access to the Licensed Content.
4. I understand that it is strictly prohibited for me to record Course videos or other Course Content via cell phone or any other device.
5. I understand that the University of Dallas will not provide any refunds for my one-time, special pilot Program fee of \$150.
6. I understand that the Program contains non-credit bearing courses. The Host Institution through which I register is responsible for issuing the course completion certificate provided I attend seven of ten (7/10) course sessions.
7. I understand that the University and Host assume no liability in the event that the Licensed Content is unavailable due to the failure of technology or other system.
8. I hereby grant the University of Dallas or anyone authorized by the University of Dallas (such as the Host Institution) the irrevocable and unrestricted right to use, reproduce, and publish, in print or electronic format any and all images or recordings which have been taken of me for any instructional, informational, promotional or publicity purpose, without compensation to me. I hereby forever waive my right to inspect or approve the finished product, including but not limited to written copy including brochures, marketing and/or recruitment materials and/or images posted on University websites or social media platforms. I hereby release the University of Dallas from all claims and liability relating to said images and/or recordings. All photos, prints, and digital files are owned by the University of Dallas. I understand that the University of Dallas cannot control the use of my name or image once said name and/or image is published.
9. I understand that as a participant in this Program, my name, address, phone number and email will be shared with the University of Dallas.
10. I understand the University’s full and proprietary ownership of all rights, title and interest, including copyrights of all Licensed Content, including video presentations and lectures, recommended reading and text excerpts and group discussion questions. The Licensed Content shall only be used for the intended purpose of the Program and the Participant shall not: (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Licensed Content, in any way; (b) modify the Licensed Content (except as expressly authorized) or create derivative works based on the Licensed Content; (c)

create any competitive product or service; or (d) build a course, program or product using ideas, features, functions or graphics that are similar to the Licensed Content.

11. The University may, in its sole discretion, terminate this Agreement: (1) at any time due to non-payment; or (2) immediately upon discovery that the Participant has violated any of the restrictions relating to the Licensed Content as set forth in this Agreement.
12. I agree to abide by the Program guidelines and directives provided by the Program Facilitator.
13. I agree to abide by the Terms of Use as listed on the Program website.

Release of Responsibility: I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby release and forever discharge the University and Host Institution and their employees, agents, officers, trustees, volunteers and representatives (in their official and individual capacities) from any and all liability whatsoever for any and all damages, losses or injuries (including death) I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorney fees, which arise out of, result from, occur during or are connected in any manner with my participation in the Program and/or any travel incident thereto.

State of Indemnification: I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless the University and Host Institution and their employees, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability, loss, damage or expense, including attorney fees, that they or any of them incur or sustain as a result of any claims, demands, actions, causes of action, damages, judgments, costs or expenses, including attorney fees, which arise out of, occur during, or in any way connect with my participation in the Program or any travel incident thereto.

Waiver of Legal Rights: I agree that this Agreement, Release and Authorization is to be construed according to the laws of the State of Texas, USA; and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full force and effect.

Host Institution: **Saint Andrew Parish**

Host Institution City/State: **Fort Worth, Texas**

Participant Signature: _____

Participant Printed Name: _____

Phone Number: _____

Email Address: _____

Address: _____

City/State: _____

Zip Code: _____

Date: _____