

**PARENT/GUARDIAN SIGNS IF PARTICIPANT IS UNDER 18 YEARS OF AGE**

**RELEASE OF LIABILITY FOR SOUTHERN METHODIST UNIVERSITY  
DEPARTMENT OF ATHLETICS**

**May 1, 2022**

**(PLEASE READ CAREFULLY BEFORE SIGNING)**

I, \_\_\_\_\_ the Parent/Guardian/Authorized Adult of \_\_\_\_\_ (my Child), hereby acknowledge that I freely and voluntarily permit my Child to participate in the water polo practices, May 1, 2022 through May 31, 2023. I have allowed my Child to participate in this Event, knowing that I would be required to sign this Release of Liability. I understand my Child's participation in the Event is completely voluntary and that my Child is under no obligation to participate in the Event. In consideration of SMU's arranging the opportunity for my Child to participate in the Event and the enhanced educational opportunity the Event will provide, I hereby execute this Release of Liability, which I have fully read, with the intent to bind myself, my spouse (if applicable), my heirs, assigns and legal representatives. I further state that I am at least 18 years of age and competent to sign this affirmation and release.

I understand and agree that SMU is not providing transportation for my Child and that my Child will be transported by private vehicle to and from the Event. I understand and agree that if my Child leaves the SMU campus for any reason, at any time during the Event, my Child does so at his/her own risk as SMU cannot exercise control or provide the same kinds of protections as it can in the on-campus setting.

I fully understand and agree that by my Child's participation in the Event, my Child faces risks of accidental and/or other injury. These risks include, but are not limited to, (1) loss or damage to personal property; (2) injury or fatality due to, and/or related to, tasks and/or activities associated with the Event, involving strenuous physical activities, including but not limited to injury(ies) associated with physical exercise and exertion associated with performing this activity (b) the condition and location of some facilities, which may not be under the control and maintenance of SMU, (c) any and all other aspects and stresses related to the Event, including emotional and psychological stresses, including interaction with personnel who are not employees of SMU, (d) suffering illness or accident while away from home, among others. I am fully aware that my Child may suffer these and/or other injuries arising out of his/her participation in the Event and that portions of this Event may present danger to my Child.

I have fully investigated the nature of the Event, and I understand and assume the risks of my Child's participation in the Event. I hereby represent that my Child is able to participate in the Event, with or without reasonable accommodations. I further acknowledge that my Child has asked for and has received reasonable accommodations for any disability he/she may have brought to the attention of the Event coordinator, having first presented valid certification of his/her disability. My Child and I agree that my Child shall advise the Event coordinator at any point when he/she questions his/her ability to participate in any activity of the Event.

**I EXPRESSLY AGREE AND INTEND THAT MY CHILD'S PARTICIPATION IN THE EVENT SHALL BE UNDERTAKEN BY MY CHILD AT HIS/HER OWN RISK AND THAT NEITHER SMU, ITS TRUSTEES, OFFICERS, EMPLOYEES, AGENTS NOR ASSIGNS SHALL BE LIABLE FOR ANY INJURIES, DAMAGES, CLAIMS, DEMANDS, ACTIONS OR CAUSES OF ACTION WHATSOEVER WHICH MAY ARISE OUT OF OR IN CONNECTION WITH MY CHILD'S PARTICIPATION IN THE EVENT, WHETHER FROM ACTS OF ACTIVE OR PASSIVE NEGLIGENCE ON THE PART OF MY CHILD, SMU OR ITS TRUSTEES, OFFICERS, EMPLOYEES, AGENTS AND ASSIGNS, AND I DO HEREBY FOREVER RELEASE, DISCHARGE, INDEMNIFY, HOLD HARMLESS AND WILL DEFEND SMU, ITS TRUSTEES, OFFICERS, EMPLOYEES, STUDENTS, AGENTS AND ASSIGNS FOR ANY SUCH INJURIES, DAMAGES, CLAIMS, DEMANDS, ACTIONS OR CAUSES OF ACTION.**

The terms of this Release of Liability are to be governed by and construed under the laws of the State of Texas. In the event any term or provision of this Release of Liability is found to be unenforceable or void, in whole or in part, the term or provision concerned shall be construed as valid and enforceable to the maximum extent permitted by law, and the balance of this Release of Liability shall remain in full force and effect. I agree that exclusive venue for any dispute arising between SMU and I or my Child involving this Release of Liability in any way shall be in Dallas County, Texas.

**ACCEPTED AND AGREED:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Parent's/Guardian's/Authorized Adult's Signature

\_\_\_\_\_ Phone(s): \_\_\_\_\_  
Parent's/Guardian's/Authorized Adult's Printed Name