

PARTICIPANT SIGNS IF PARTICIPANT IS 18 YEARS OF AGE OR OLDER

**SOUTHERN METHODIST UNIVERSITY
RELEASE OF LIABILITY FOR VOLUNTARY ACTIVITIES**

**Pegasus Aquatics
Training/Practice – Robson & Lindley Aquatics Center
June 1, 2025 – May 31, 2026**

(PLEASE READ CAREFULLY BEFORE SIGNING)

VOLUNTARY PARTICIPATION:

I, _____, hereby acknowledge that I freely and voluntarily wish to participate in the **Pegasus Aquatics Training/Practice at the Robson & Lindley Aquatics Center on the campus of Southern Methodist University (“SMU”) during the time period of June 1, 2025 through May 31, 2026 (the “Event”)**. I understand that I participate in the Event at my own risk, understanding that NO INSURANCE COVERAGE MAY EXIST THROUGH SMU TO COVER ANY CLAIMS THAT MAY ARISE OUT OF MY PARTICIPATION IN THE EVENT. In consideration for SMU’s arranging this opportunity for me to participate in the Event, I have fully read this Release of Liability (“**Release**”) and hereby execute this Release 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 Release.

TRANSPORTATION:

- I understand that I must arrange my own transportation related to the Event.
- I understand that if I choose to take my own automobile that I must provide my own automobile collision and liability insurance, or any other applicable insurance.
- I also understand that if I accept transportation offered to me by another Event participant and/or SMU student, staff, or faculty member driving his/her own automobile, that I accept such transportation at my own risk.
- I understand and agree that whatever alternate mode of transportation I may choose will not be covered by any SMU insurance policy.

ASSUMPTION OF RISKS:

Moreover, I fully understand and agree that certain elements of the Event may be physically and emotionally demanding and that by my participation in the Event, I face risks of accidental and/or other physical and/or emotional injuries. 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,
 - (a) all modes of travel while participating in the Event, whether by airline, automobile, train, boat, trolley, tram, taxi, bus, ride share, or public transportation,
 - (b) the condition of facilities away from the SMU campus, which are not under the control and maintenance of SMU,
 - (c) exposure to inclement weather, outdoor terrain, uneven terrain, and all the risks inherent therein, including but not limited to: sunburn, heat exhaustion, frostbite, dehydration, insect bites/stings/allergies, dust, dirt, etc.,
 - (d) as well as any and all injuries, whatsoever, including fatality, which may be sustained from the activities of the Event,
 - including injuries related to physical activity, such as walking, running, jumping, slips and falls, colliding with other Event participants, equipment, or other objects,
 - swimming, diving, kicking, hypothermia, hyperthermia, accidental drowning, equipment failure,
 - contact with balls, nets, and other sports equipment, being hit by falling or thrown objects,
 - such injuries include, but are not limited to, head concussions, traumatic brain injuries, temporary or permanent paralysis, back, neck, and shoulder injuries, heart attacks, eye injuries or irritations, hearing loss, drowning, choking, broken bones, torn ligaments and tendons, burns, including friction burns, skin irritation, chlorine burns or reactions, sprains, severe contusions, lacerations, and all other injuries that may occur during the course of physical activity,
 - interaction with any element of the facility and equipment used for the Event that is outside the care and control of SMU,
 - (e) any and all other aspects and stress related to the Event, including
 - interaction with personnel who are not employees of SMU,
 - emotional or psychological stresses, among others,
 - contact with foods, animals, vegetation, and products to which I may be allergic, and
 - risks inherent to travel to a rural or metropolitan area, and
 - (f) suffering any type of injury, illness, or infectious disease, including COVID-19, with or without immediate access to medical facilities.

I am fully aware that I may suffer these or other injuries arising out of my participation in the Event, and I acknowledge that the Event may be a dangerous activity. I further agree to conduct myself in a manner which will not bring discredit to SMU, and I understand and agree that I am subject to all federal, state, and local laws, as well as the SMU *Code of Student Conduct*, as applicable.

REASONABLE ACCOMMODATIONS: I understand and voluntarily choose to assume the risks of my participation in the Event and hereby represent that I am able to participate in this Event, with or without reasonable accommodations. I further acknowledge that I have asked for and have received reasonable accommodations for any disability I may have brought to the attention of the Event Coordinator, having first presented

valid certification of my disability. I agree to advise the Event Coordinator at any point when I question my ability to participate in any activity of the Event.

RELEASE FROM LIABILITY: I EXPRESSLY AGREE AND INTEND THAT MY PARTICIPATION IN THE EVENT SHALL BE UNDERTAKEN BY ME AT MY OWN RISK AND THAT NEITHER SMU, ITS TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS, 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 PARTICIPATION IN THE EVENT, WHETHER FROM ACTS OF ACTIVE OR PASSIVE NEGLIGENCE ON MY PART AND/OR ON THE PART OF SMU, ITS TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS OR ASSIGNS, AND I, FOR MYSELF, MY HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS, DO HEREBY FOREVER RELEASE, WAIVE, DISCHARGE, INDEMNIFY, AND HOLD HARMLESS SMU, ITS TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS AND/OR ASSIGNS FOR ANY CLAIMS, CAUSES OF ACTION, DEMANDS, EXPENSES, JUDGEMENTS, FEES AND COSTS WHATSOEVER ARISING FROM OR IN CONNECTION WITH PARTICIPATION IN THE EVENT; AND WILL DEFEND SMU, ITS TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS AND/OR ASSIGNS FOR ANY SUCH INJURIES, DAMAGES, CLAIMS, DEMANDS, ACTIONS OR CAUSES OF ACTION.

MEDIA RELEASE: I hereby acknowledge that I freely grant SMU and its agents or employees the right and permission to photograph/video and publish at any time in the future photos, videos, or other media that contains my likeness, in whole or in part and with or without my name for SMU-related editorial, promotional, educational, advertising, or trade purposes. I will make no monetary or other claim against SMU and its agents or employees for the use of the photograph(s)/video(s).

CONTROLLING LAW AND JURISDICTION: The terms of this Release 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 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 shall remain in full force and effect. I agree that exclusive venue for any dispute arising between SMU and I involving this Release in any way shall be in Dallas County, Texas.

SIGNATURE: I expressly affirm that I intend for any use of a keypad, mouse, or other device to type my name below ("E-signature") to be the legal equivalent of a manual hand-written signature for purposes of validity, enforceability, and admissibility. I agree that no additional authority or third-party verification is necessary to validate my E-Signature and the lack of such verification will not in any way affect the enforceability of my E-Signature as pertaining to this Release.

ACCEPTED AND AGREED:

By: _____
Participant's Signature

Participant's Printed Name

Date: _____

Address / City / State / Zip Code

Phone: _____

E-mail: _____

EMERGENCY MEDICAL TREATMENT CONSENT AND INFORMATION FORM

1. Please identify all known allergies to foods, drugs, insect bites, dust, etc. and the nature of the reaction (if none, please put N/A):

2. In case of emergency, the following person should be contacted:

Name: _____ Relationship: _____

Day Phone: _____ Night Phone: _____

Please sign below to provide consent for emergency medical treatment. Please note that Event coordinators are not trained medical professionals and may not be able to help if a serious accident or illness occurs.

Participant signs if 18 years of age or older:

I hereby authorize Southern Methodist University ("SMU") to acquire, at my expense, any and all necessary emergency medical care I may require while I am participating in the **Pegasus Aquatics Training/Practice at the Robson & Lindley Aquatics Center on the campus of Southern Methodist University ("SMU") during the time period of June 1, 2025 through May 31, 2026 (the "Event")**.

This authorization **does** _____ **does not** _____ (check one) authorize blood or blood products to be provided to me.

I agree to comply with any and all laws, regulations, rules, public health directives, and guidelines established by SMU, and I understand that failure to comply may result in my immediate dismissal from the Event.

By: _____ Date: _____

Printed Name: _____ Phone: _____

NOTICE: THIS FORM MUST BE COMPLETED AND RETURNED PRIOR TO PARTICIPATION IN THE EVENT.