

Rec Center Minor ID Liability Release Form

SMU students have priority use of the Rec facilities .If student use is high, or classes are in session, guest use may be denied.

DATE: _____ TIME: _____
 STUDENT/FACULTY/STAFF
 NAME: _____ SMU/CSI ID#: _____

RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

This form must be completed by the parent or legal guardian of a person 17 years of age or younger.

(PLEASE READ CAREFULLY BEFORE SIGNING)

I, _____, represent that I am the parent or legal guardian of
 (PRINT YOUR NAME)
 the following minor child or children:

(Print name of child)	(D.O.B.)	(Print name of child)	(D.O.B.)	(Print name of child)	(D.O.B.)

I am a **(PLEASE CHECK APPROPRIATE BOX BELOW)**:

- Guest of current SMU student/faculty/staff
- Guest of a Dedman Center member
- Participant in a Challenge and Teambuilding program
- Other

I freely and voluntarily have chosen to permit my child/children named above to participate in activities at SMU's Dedman Center, during the period _____, 20__ through _____, 20__. I hereby acknowledge that my child's/children's participation in the activities offered by or at the Dedman Center is/are completely voluntary and that I chose voluntarily to permit my child's/children's participation knowing that I would be required to sign this Release of Liability and Indemnity Agreement. In consideration for SMU permitting for child/children to participate in the activities offered by or at the Dedman Center, I have read this Release carefully and hereby execute this Release of Liability with the intent to bind myself, my spouse (if applicable), my heirs, assigns and legal representatives. I further represent that I am at least 18 years of age and legally competent to sign this Release and Indemnity Agreement.

I further understand and agree that some activities offered by or at the Dedman Center are physically and emotionally demanding and that by participating in these activities, my child/children face risks of physical or emotional injuries or both. I acknowledge that these risks include, but are not limited to, (1) loss or damage to personal property; (2) injury or death as the result of his/her/their, (a) walking, running, jumping, swimming, participation in group sports or physical training or both, or other activities associated with participation at a gym; (b) colliding with other people (c) slips, falls, or exhaustion or both, (d) physical and emotional interaction with other participants or staff members or both, among others. I have fully investigated the specific activities offered by or at the Dedman Center in which my child/children wish to participate. As a result of my personal investigation of these activities, I acknowledge that I am aware that these activities may be dangerous, and that my child/children may suffer injuries as a result of their participation in them. Nonetheless, by my allowing them to participate in these activities, I represent that I have voluntarily chosen to assume all risks associated with his/her/their participation in these activities.

I further represent that my child/children is/are in good physical condition, and he/she/they does/do not possess, nor am I aware of, any physical or mental disabilities that might limit his/her/their participation in any of the activities offered by or at the Dedman Center except in cases where I have asked for and received reasonable accommodations, if necessary, to allow my child/children to participate. Further, I understand and agree to advise Dedman Center's staff whenever he/she/they feels/feel that he/she/they is/are unable to continue his/her/their participation. In addition, I promise to pay for any loss or damage, including labor, materials, and other costs for damages to SMU's property or another's property caused by my child's/children's actions or the actions of my invited guest(s).

I EXPRESSLY AGREE AND INTEND THAT MY CHILD'S/CHILDREN'S PARTICIPATION IN THE ACTIVITIES OFFERED BY OR AT THE DEDMAN CENTER IS UNDERTAKEN BY HIM/HER/THEM AT HIS/HER/THEIR AND MY OWN RISK AND THAT NEITHER SMU, ITS TRUSTEES, OFFICERS, EMPLOYEES, AGENTS NOR ASSIGNS ARE 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/CHILDREN'S PARTICIPATION IN THE ACTIVITIES OFFERED BY OR AT THE DEDMAN CENTER, WHETHER FROM ACTS OF ACTIVE OR PASSIVE NEGLIGENCE ON THE PART OF HIM/HER/THEM, THIRD PARTIES, OR ON THE PART OF SMU, 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, AGENTS AND ASSIGNS FOR ANY SUCH INJURIES, DAMAGES, CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION. I AGREE FURTHER THAT I, MY HEIRS AND ASSIGNS WILL INDEMNIFY AND HOLD HARMLESS SMU, ITS TRUSTEES, OFFICERS, EMPLOYEES, AGENTS AND ASSIGNS, FOR ANY JUDGMENT AGAINST SMU, ITS TRUSTEES, OFFICERS, EMPLOYEES, AGENTS AND ASSIGNS RENDERED AGAINST SMU AS THE RESULT OF ANY SUIT BROUGHT BY MY CHILD/CHILDREN AGAINST SMU, ITS TRUSTEES, OFFICERS, EMPLOYEES, AGENTS AND ASSIGNS FILED BY OR ON BEHALF OF MY CHILD/CHILDREN FOR INJURIES OR DAMAGES HE/SHE/THEY MAY SUFFER AS A RESULT OF HIS/HER/THEIR PARTICIPATION IN THE ACTIVITIES OFFERED AT OR BY THE DEDMAN CENTER.

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 me involving this Release of Liability in any way is Dallas County, Texas.

ACCEPTED AND AGREED:
 By: _____ Date: _____
 Parent's or Guardian's Signature
 _____ Phone: _____
 Parent's or Guardian's Printed Name

 Parent's or Guardian's Address / City / State / Zip Code

 Parent's or Guardian's SMU ID or Dedman Membership #
