

PARTICIPANT SIGNS IF 18 YEARS OF AGE OR OLDER
SOUTHERN METHODIST UNIVERSITY
RELEASE OF LIABILITY FOR PARTICIPANTS IN CAMPS & CONFERENCES
(PLEASE READ CAREFULLY BEFORE SIGNING)

I, _____, hereby acknowledge that I freely and voluntarily wish to participate in _____, to be held on the campus of Southern Methodist University ("SMU"), during the time period _____, 2021 through _____, 2021 (the "Camp"). I understand that participation in the Camp is completely voluntary; that I am under no obligation to take part in the Camp; that the Camp is provided through SMU to enhance my educational experience; and that **NO INSURANCE COVERAGE MAY EXIST THROUGH SMU TO COVER ANY CLAIMS OR DAMAGES WHICH MAY ARISE OUT OF MY PARTICIPATION IN THE CAMP**. In consideration for SMU's arranging this opportunity for me to participate in the Camp and enhancing my educational and/or competitive experience, 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 represent that I am at least eighteen (18) years of age and competent to sign this affirmation and release.

I understand that on some occasions, I must arrange my own transportation related to the Camp and/or on some occasions, SMU may arrange transportation. I further understand and agree that my decision to accept transportation from SMU is completely voluntary and accepted at my own risk, that I am not required to accept such transportation, and that such transportation will not be covered by any SMU insurance. I understand that if I choose to take my own automobile, I must provide my own automobile collision and liability insurance. I also understand that if I accept transportation offered to me by another Camp 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 mode of transportation I may choose will not be covered by any insurance policy owned by SMU.

I fully understand and agree that certain elements of the Camp may be physically and emotionally demanding and that by my participation in the Camp, I face risks of accidental and/or other physical and/or emotional injuries. These risks may include, but are not limited to (1) loss or damage to personal property; (2) physical or emotional injury or fatality due to, and/or related to, (a) all modes of travel while participating in the Camp, whether by airline, automobile, train, boat, trolley, taxi, bus, public transportation, or walking, (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, and all the risks inherent therein, including but not limited to: sunburn, heat exhaustion, insect bites/allergies, dust, dirt, etc., as well as any and all injuries, whatsoever, which may be sustained from activities of the Camp, including, but not limited to, any and all injuries related to physical activity, such as walking, running, jumping, swimming, bending, standing for extended periods of time, lifting small amounts of weight, handling athletic/activity equipment, being exposed to others handling athletic/activity equipment, colliding with other participants, and slips and falls, (d) any and all other aspects and stress related to the Camp, including interaction with personnel who are not employees of SMU, risks inherent to staying overnight in a campus residential facility, and risks inherent to travel to a rural or metropolitan area, and (e) suffering any type of injury, illness, or infectious disease, including, but not limited to COVID-19, without immediate access to medical facilities.

I expressly affirm that I am aware of the Center of Disease Control and Prevention (the "CDC") directives recommending social isolation and distancing in response to the COVID-19 pandemic. I am aware that SMU cannot prevent the possibility of exposure to COVID-19 at the Camp or during my transportation to and from the Camp location. I understand that participating in Camp involves risk of exposure to Camp staff and other Camp participants who may be infected with COVID-19. I am aware of and affirm the potential health risks that may occur if I am exposed to COVID-19, up to and including death, and that my exposure brings with it the possibility of exposing others, including members of my household and other communities. I acknowledge and am aware of CDC and other public health recommendations concerning risks COVID-19 presents to individuals in certain age groups and/or with high risk health conditions. I understand and voluntarily choose to assume the risks of my participation in the Camp and hereby represent that I am able to participate in this Camp, 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 Supervisor, having first presented valid certification of my disability. I agree to advise the Supervisor at any point when I question my ability to participate in any activity of the Camp.

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

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 the 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.

I expressly affirm that I intend for any use of a key pad, 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 waiver and release of liability.

ACCEPTED AND AGREED:

By: _____ Date: _____
Participant’s Signature Participant’s Printed Name

_____ Phone: _____ Email: _____
Address / City / State / Zip Code

**EMERGENCY MEDICAL TREATMENT CONSENT AND COVID-19
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 Camp program coordinators are not trained medical professionals and may not be able to help if a serious accident or illness occurs. If a Camp participant requires emergency medications, the Camp participant should bring the medications and be prepared to self-administer.

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 _____ to be held on the campus of SMU, during the time period _____, 2021 through _____, 2021 (the "Camp"). This authorization does does not (check one) authorize blood or blood products to be provided to me.

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. SMU has put in place preventative measures to reduce the spread of COVID-19 in its Summer Camp and Conference COVID-19 Plan; however, SMU cannot guarantee that you will not become infected with COVID-19. Further, attending the Camp could increase your risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or become infected with COVID-19 by attending the Camp and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at SMU may result from the actions, omissions, or negligence of myself and others, including, but not limited to, SMU and/or Camp employees, volunteers, and other Camp participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself, including, but not limited to, personal injury, disability, and death, illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my attendance at the Camp or participation in Camp programming ("Claims"). On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless SMU, its employees, agents, and representatives, and any schools or facilities where Camp programs are held, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating to COVID-19. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of SMU, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Camp program.

I acknowledge and understand that if I am found to have contracted COVID-19 or have symptoms of COVID-19, or if the training facility closes or delays opening due to COVID-19, I will not be allowed to complete the program and may not be entitled to a refund of the fees paid for the Camp program. I agree to comply with any and all laws, regulations, rules, public health directives, and guidelines established by SMU and/or the Camp regarding COVID-19 and I understand that failure to comply may result in my immediate dismissal from the Camp program.

By: _____ Date _____

Printed Name: _____