

*PARTICIPANT MUST BE 18 YEARS OF AGE OR OLDER TO SIGN*

**RELEASE OF LIABILITY FOR PARTICIPATION SMU CHEER AND POM TRYOUTS  
(PLEASE READ CAREFULLY BEFORE SIGNING)**

I, \_\_\_\_\_, hereby acknowledge that I freely and voluntarily have chosen to participate in the **Cheerleading and Pom Squad Tryouts for Southern Methodist University (“SMU”), submitted via video on or before May 1, 2021. (“Tryout”).** I participate in the Tryout at my own risk, understanding that no insurance may exist through SMU to cover any claims or damages which may arise out of my participation in the Tryout. In consideration for the opportunity to participate voluntarily in the enhanced educational opportunities that the Tryout will provide, I hereby execute this Release of Liability 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 that I must arrange my own transportation, facility, and equipment related to the Tryout. I understand and agree that SMU has no control over the transportation, facility, and equipment used to complete the Tryout. I understand and agree that whatever transportation, facility, and equipment I may choose to use will not be covered by any insurance policy owned by SMU.

I fully understand and agree that certain aspects of the Tryout could be physically and emotionally demanding and that by my participation in the Tryout, 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) travel to and from the Tryout, (b) cheering, dancing, walking, running, jumping, tumbling, gymnastics, stunting, slips, falls, cheer formations, contact with facility equipment, contact with other participants, and/or other physical activity, such injuries including, but not limited to, head concussions, traumatic brain injuries, temporary or permanent paralysis, broken bones, torn ligaments and tendons, sprains, severe contusions, lacerations, and all other injuries that may occur during the course of intense athletic performance, (c) interaction with any element of the facility and equipment used for the tryout, which is outside of the care and control of SMU (d) interaction with persons, who may or may not be employees of SMU, (3) emotional or psychological stresses, among others, (4) risks inherent to travel to a rural or metropolitan area, and (5) suffering any type of injury, infectious disease, including, but not limited to COVID-19, or illness without immediate access to medical facilities, among others.

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 COVID-19 pandemic. I am aware that SMU cannot prevent the possibility of my exposure to COVID-19 during the preparation and/or recording of my Tryout. 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 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 have fully investigated the nature of the Tryout, and I understand and assume the risks of my participation in the Tryout. I further represent that I am in good physical condition, and I do not possess, nor am I aware of, any physical or mental disabilities which might limit my participation in any Tryout Activities.

**I EXPRESSLY AGREE AND INTEND THAT MY PARTICIPATION IN THE TRYOUT SHALL BE UNDERTAKEN BY ME AT MY 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 PARTICIPATION IN THE TRYOUT, WHETHER FROM ACTS OF ACTIVE OR PASSIVE NEGLIGENCE ON THE PART OF MYSELF OR ON THE PART OF SMU, ITS TRUSTEES, OFFICERS, EMPLOYEES, STUDENTS, VOLUNTEERS, AGENTS AND ASSIGNS, AND I, FOR MYSELF, MY HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS, AND I DO HEREBY FOREVER RELEASE, DISCHARGE, INDEMNIFY, AND HOLD HARMLESS ITS TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, STUDENTS, VOLUNTEERS, AND/OR ASSINGS FOR ANY CLAIMS, CAUSES OF ACTION, DEMANDS, EXPENSES, JUDGEMENTS, FEES AND COSTS WHATSOEVER ARISING FROM OR IN CONNECTION WITH MY PARTICIPATING IN THE TRYOUT; AND WILL DEFEND SMU, ITS TRUSTEES, OFFICERS, EMPLOYEES, STUDENTS, VOLUNTEERS, AGENTS AND ASSIGNS FOR ANY SUCH INJURIES, DAMAGES, CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION.**

Further, I hereby give SMU and its employees the absolute right and permission to use and/or publish, at any time in the future, photographs and/or videos containing my likeness submitted in relation to this Tryout, with or without my name, for any editorial, promotional, advertising, Web/Internet, or trade purposes of Southern Methodist University. I hereby waive any right I may have to inspect and/or approve the finished product or advertising copy that may be used in connection therewith, or the use to which it may be applied. I release SMU and its trustees, officers, employees, and representatives from any liability whatsoever by virtue of any form of optical, compositional, or composite distortion that may occur while taking, processing, composing, editing, reproducing, publishing, or displaying said photographs or images.

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 shall be in Dallas County, Texas.

ACCEPTED AND AGREED:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Student's Signature

\_\_\_\_\_ Phone: \_\_\_\_\_  
Student's Printed Name

\_\_\_\_\_  
Address / City / State / Zip Code