SMU-IN-TAOS | EMERGENCY MEDICAL TREATMENT CONSENT & LIABILITY WAIVER FORM

Please e-mail this completed form to **smutaos@smu.edu** with the subject line "Taos Medical & Liability Form." Please note that a **handwritten signature** is required on both "signature" lines. Health Insurance Provider: Policy#: Group#: Identify all allergies (foods, drugs, insect bites, dust, etc.) and the nature of allergic reaction: List all medications currently being taken and the reason for use: Emergency Contact: _____ Relationship: _____ Cell: () - Home: () -Other: () -NOTE: If religious or other considerations prevent your authorization for necessary emergency medical treatment, you must provide a signed statement, sworn before a person authorized by law to give oaths or affirmations, releasing Southern Methodist University and its alternate campus, Fort Burgwin, Taos County, New Mexico, (SMU-IN-TAOS), its Trustees, officers, employees, agents, assigns and legal representatives from any liability resulting from your refusal to allow emergency medical treatment for any injury which may occur as a result of your participation in SMU-IN-TAOS. Your signature below indicates your consent for emergency medical treatment. Please note that the SMU-IN-TAOS staff are not trained medical professionals and may not be able to render aid if a serious accident or illness occurs. I hereby authorize Mike Adler or faculty/staff advisers to provide, at my expense, any and all necessary emergency medical care required for me while in the SMU-IN-TAOS program, _____(term & year). DOES DOES NOT authorize blood or blood products to be provided. This authorization Printed Name: _____ RELEASE OF LIABILITY: READ CAREFULLY BEFORE SIGNING a student at the Southern Methodist University ("SMU") Fort Burgwin Campus, Taos County, New Mexico ("SMU-IN-TAOS"), hereby acknowledge that I have freely and voluntarily enrolled in the courses and activities at SMU-IN-TAOS during the __ (term & year). I understand and agree that the SMU-IN-TAOS (the "Program") structure is designed to enhance my educational experience, and that I participate at my own risk. In consideration for SMU allowing me to enroll in the Program and providing me the opportunity to enhance my educational experience, I hereby execute this Release of Liability with the intent to bind myself, my spouse (if applicable), my heirs, assigns, legal representatives, and any other person claiming under or through me. I further represent that I am at least 18 years of age and competent to sign this affirmation and release. I understand that I must provide my own transportation to and from SMU-IN-TAOS, or if transportation is arranged for me by a faculty member of SMU-IN-TAOS, I accept the same voluntarily and completely at my own risk, understanding that I am not required to accept such transportation and that I may arrange alternate transportation without adversely affecting my performance in the Program. I also understand that if I provide my own transportation during my stay at SMU-IN-TAOS, I must provide automobile collision and liability insurance, at my expense, and that such transportation will not be covered by any insurance policy owned by SMU. I understand and agree that by participating in the Program, I face risks of accidental and/or other physical or emotional injury. These risks may include, but are not limited to, (1) loss or damage to personal property, (2) injury or fatality due to (a) travel to and from SMU-IN-TAOS and throughout the Program, (b) the condition of the facilities at SMU-IN-TAOS, and/or (c) the condition of the facilities in which the Program will take place, (3) physical exertion and heat exhaustion, (4) inclement weather, (5) high altitude, (6) animal or insect bites, (7) dehydration, (8) exposure to outdoor terrain and all the risks inherent therein, including slips, falls and falling objects, and (9) suffering illness or injury in a remote area without easy access to medical facilities, among others. I understand and assume all risks of my participation in SMU-IN-TAOS and the Program. I further represent that I have made SMU-IN-TAOS organizers aware of any and all physical or mental disabilities which might limit my participation in Program activities and have received an offer of reasonable accommodations as needed. I will advise the SMU-IN-TAOS adviser(s) at any point when I question my ability to participate in SMU-IN-TAOS and/or the Program. I EXPRESSLY AGREE AND INTEND THAT MY PARTICIPATION IN ALL PROGRAM ACTIVITES AND USE OF ALL FACILITIES AT SMU-IN-TAOS SHALL BE UNDERTAKEN BY ME AT MY OWN RISK AND THAT NEITHER SMU, ITS TRUSTEES, OFFICERS, EMPLOYEES, STUDENTS, 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 PROGRAM, WHETHER FROM ACTS OF ACTIVE OR PASSIVE NEGLIGENCE ON MY PART, OR THE PART OF SMU-IN-TAOS AND SMU, ITS TRUSTEES, OFFICERS, EMPLOYEES, STUDENTS, AGENTS AND ASSIGNS, AND I DO HERBY AGREE TO FOREVER RELEASE, DISCHARGE,

ACCEPTED AND AGREED: By: (SIGNATURE)____ Date:

between SMU and me involving this Release of Liability in any way shall be in Dallas County, Texas.

INDEMNIFY, HOLD HARMLESS AND DEFEND SMU-IN-TAOS, SMU, ITS TRUSTEES, OFFICERS, EMPLOYEES, STUDENTS, AGENTS AND ASSIGNS FOR ANY SUCH INJURIES, DAMAGES, CLAIMS, DEMANDS, ACTIONS OR CAUSES OF ACTION, COUNSEL TO BE CHOSEN BY SMU. 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 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