

PARTICIPANT SIGNS IF 18 YEARS OF AGE OR OLDER

RELEASE OF LIABILITY
AUTORIZACIÓN DE EXENCIÓN DE RESPONSABILIDAD
FOR PARTICIPATION IN COURSE OF STUDY SCHOOL (COSS)
(PLEASE READ CAREFULLY BEFORE SIGNING)

I, _____, hereby acknowledge that I freely and voluntarily have chosen to participate in _____ ("COSS"), to be held on the campus of Southern Methodist University ("SMU"), during this time period **July 6, 2014** through **August 1, 2014**. Further, I have volunteered to participate in the COSS understanding that I would be required to sign this Release of Liability. I participate in the COSS at my own risk and understand that NO INSURANCE COVERAGE MAY EXIST THROUGH SMU TO COVER ANY CLAIMS OR DAMAGES WHICH MAY ARISE OUT OF MY PARTICIPATION IN COSS.

Moreover, in consideration for the opportunity to participate voluntarily in the enhanced educational opportunities that COSS 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 represent that I am at least eighteen (18) years of age, or older, and am competent to sign this affirmation and release.

I fully understand and agree that certain aspects of the COSS could be physically demanding and that by participating in COSS, risks of accidental or other physical injury exist. These risks may include, but are not limited to, (1) travel to and from COSS; (2) loss or damage to personal property; (3) injury or fatality due to (a) walking, running, jumping, swimming, blocking, tackling, kicking, colliding with other players, and/or other physical activity, (b) head, neck and/or back injuries, (c) inclement weather, and (d) exposure to outdoor terrain and conditions, which may cause slips, falls, falling objects, and/or heat exhaustion; (4) physical exertion; (5) emotional or psychological stress; and (6) suffering any type of injury or illness without immediate access to medical facilities, among others.

I have fully investigated the nature of COSS, and I understand and assume the risks of my participation in COSS. 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 that will limit my ability to participate in COSS. Further, I understand and agree to advise the COSS Coordinator whenever I feel unable to continue participation in COSS.

I EXPRESSLY AGREE AND INTEND THAT MY PARTICIPATION IN COSS 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 THAT MAY ARISE OUT OF OR HAVE A CONNECTION WITH MY PARTICIPATION IN THE COSS, WHETHER FROM ACTS OF ACTIVE OR PASSIVE NEGLIGENCE ON MY PART, OR THE PART OF COSS OR SMU, OR ITS TRUSTEES, OFFICERS, EMPLOYEES, STUDENTS, AGENTS OR ASSIGNS, AND I DO HEREBY AGREE TO FOREVER RELEASE, DISCHARGE, INDEMNIFY, HOLD HARMLESS AND DEFEND SMU, ITS TRUSTEES, OFFICERS, EMPLOYEES, STUDENTS, AGENTS AND ASSIGNS FOR ANY SUCH INJURIES, DAMAGES, CLAIMS, DEMANDS, ACTIONS OR CAUSES OF ACTION.

The terms of this Release of Liability are to be governed by and construed under the laws of the State of Texas. Should any term or provision of this Release of Liability be 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 _____
Participant's signature

Participant's printed name

Address

Phone _____

C/S/Z _____

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