

SOUTHERNMETHODISTUNIVERSITY
RELEASE OF LIABILITY FOR PARTICIPANTS
Theta 5K
(PLEASE READ CAREFULLY BEFORE SIGNING)

I, _____, hereby acknowledge that I freely and voluntarily wish to participate in the **Theta 5K** to be held on the campus of Southern Methodist University ("SMU"), **Sunday, September 12, 2021** (the "Event"). I understand that participation in the Event is completely voluntary; that I am under no obligation to take part in the Event; and that **NO INSURANCE COVERAGE MAY EXIST THROUGH SMU TO COVER ANY CLAIMS OR DAMAGES WHICH MAY ARISE OUT OF MY PARTICIPATION IN THE EVENT**. In consideration for SMU's arranging this opportunity for me to participate in the Event, I have fully read this Release of Liability 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 transportation for the Event is not being arranged by SMU. Further, 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 by another SMU student, staff or faculty member, driving his/her own automobile, 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 SMU insurance policy.

I fully understand and agree that certain elements of the Event may be physically and emotionally demanding and that by my participation in the Event, 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 Event, whether by airline, automobile, train, boat, trolley, taxi, ride-sharing service, bus, public transportation or walking, (b) the condition of roads, nature trails and facilities, which may or may 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, including fatality, which may be sustained from activities of the Event, including, but not limited to, any and all injuries related to a running event, such as walking, running, racing, colliding with other participants, colliding with automobiles or facility equipment, slips and falls, such injuries include, but are not limited to, head concussions, broken bones, torn ligaments and tendons, sprains, severe contusions, lacerations, and all other injuries that may occur during the course of intense athletic activity, (d) any and all other aspects and stress related to the Event, including interaction with personnel who are not employees of SMU, and risks inherent to travel to a metropolitan, suburban or rural area, and (e) suffering any type of injury, illness, or infectious disease, including COVID-19, with or without immediate access to medical facilities. I am fully aware that I may suffer these or other injuries arising out of my participation in the Event and I acknowledge that the Event may be a dangerous activity. I further agree to conduct myself in a manner which will not bring discredit to SMU, and I understand and agree that I am subject to all federal, state, and local laws.

I expressly affirm that I am aware of the Centers for 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 my exposure to COVID-19 at the Event or during my transportation to and from the Event location. I understand that my participation in the Event involves risk of exposure to Event staff and other Event 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 participating in the Event and hereby represent that I am able to participate in this Event, with or without reasonable accommodations. I further acknowledge that I have asked for and has received reasonable accommodations for any disability I have brought to the attention of the Event Coordinator, having first presented valid certification of my disability. I agree to advise the Event Coordinator at any point I question my ability to participate in any activity of the Event. I understand and voluntarily choose to assume the risks of my participation in the Event and hereby represent that I am able to participate in this Event, with or without reasonable accommodations.

I EXPRESSLY AGREE AND INTEND THAT MY PARTICIPATION IN THE EVENT SHALL BE UNDERTAKEN BY ME AT MY OWN RISK AND THAT NEITHER SMU, ITS TRUSTEES, OFFICERS, EMPLOYEES, 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 EVENT, WHETHER FROM ACTS OF ACTIVE OR PASSIVE NEGLIGENCE ON MY PART AND/OR ON THE PART OF SMU, ITS TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS OR ASSIGNS, AND I, FOR MYSELF, MY HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS, DO HEREBY FOREVER RELEASE, WAIVE, DISCHARGE, INDEMNIFY, AND HOLD HARMLESS SMU, ITS TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS AND/OR ASSIGNS FOR ANY CLAIMS, CAUSES OF ACTION, DEMANDS, EXPENSES, JUDGEMENTS, FEES AND COSTS WHATSOEVER ARISING FROM OR IN CONNECTION WITH PARTICIPATION IN THE PROGRAM EVENTS; AND WILL DEFEND SMU, ITS TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS AND/OR 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. In the event any term or provision of this Release of Liability 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 of Liability shall remain in full force and effect. I agree that exclusive venue for any dispute arising between SMU and I involving this Release of Liability 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: _____	E-mail: _____
Address / City / State / Zip Code		

SEE NEXT PAGE

EMERGENCY MEDICAL TREATMENT CONSENT AND 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 Event coordinators are not trained medical professionals and may not be able to help if a serious accident or illness occurs.

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 **Theta 5K on Sunday, September 12, 2021** (the "Event"). 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 CDC and the World Health Organization (See: and <https://www.who.int/emergencies/diseases/novel-coronavirus-2019>). 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 cannot guarantee that you will not become infected with COVID-19. Further, attending the Event 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 Event 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 Event employees, volunteers, and other Event 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 Event or participation in the Event ("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 the Event is 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 the Event.

I agree to comply with any and all laws, regulations, rules, public health directives, and guidelines established by SMU regarding COVID-19 and I understand that failure to comply may result in my immediate dismissal from the Event.

Participant's Signature: _____ Date: _____

Participant's Printed Name: _____

NOTICE: THIS FORM MUST BE COMPLETED AND SIGNED PRIOR TO PARTICIPATION IN THE EVENT.
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