

**RELEASE OF LIABILITY FOR
SMU PRESCHOOL AND CHILD CARE CENTER
(PLEASE READ CAREFULLY BEFORE SIGNING)**

I, _____, an employee/student of Southern Methodist University, hereby acknowledge that I freely and voluntarily wish to enroll my minor child, _____ (“my child”), in the SMU Preschool and Child Care Center (“the Center”), located on the SMU Campus. I fully understand and agree that it is not a condition of my employment or attendance at SMU that I enroll my child at the Center, that the Center is provided as a service and convenience to students and/or employees, and that having such a Center on campus is an enhancement to my affiliation with SMU. I further understand and agree that my child will be involved in Center activities, both in and away from the Center facilities (“Activities”), and I acknowledge having visited the Center and investigated its Activities to my satisfaction. I understand that transportation to any off-campus Activities will be arranged and provided to my child by SMU, that my acceptance of transportation for my child to and from off-campus Activities is voluntary, as is my child’s participation in the Activities. I further understand that my child may not be covered by any insurance policy owned by SMU, and that I may arrange my own alternate transportation for my child to and from off-campus Activities, if I wish. In consideration for SMU’s arranging for operation of the Center on campus, various Activities for my child to participate in, and transportation to and from various off-campus Activities, 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 or older and competent to sign this affirmation and Release.

I understand that by accepting transportation which is arranged for and provided by SMU, I assume the risks inherent in accepting transportation provided by another, which include, but are not limited to, injury or fatality, and/or property loss. I EXPRESSLY AGREE AND INTEND THAT MY ACCEPTANCE OF SAID TRANSPORTATION IS TRANSPORTATION WHICH I USE VOLUNTARILY AND AT MY OWN RISK AND THAT NEITHER SMU, ITS TRUSTEES, OFFICERS, NOR EMPLOYEES, 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 USE OF TRANSPORTATION ARRANGED FOR AND PROVIDED BY SMU TO AND FROM THE ACTIVITY, INCLUDING ACTS OF ACTIVE OR PASSIVE NEGLIGENCE ON MY PART, OR ON THE PART OF MY CHILD, AND I DO HEREBY AGREE FOREVER TO RELEASE, DISCHARGE, INDEMNIFY, HOLD HARMLESS AND DEFEND SMU, ITS TRUSTEES, OFFICERS, AND/OR EMPLOYEES, OF AND FROM ANY SUCH INJURIES, DAMAGES, CLAIMS, DEMANDS, ACTIONS OR CAUSES OF ACTION AND COSTS, INCLUDING ATTORNEY’S FEES (COUNSEL TO BE CHOSEN BY SMU), UNLESS PROXIMATELY CAUSED BY THE SOLE NEGLIGENCE OF SMU.

I fully understand and agree that certain elements of the Activities may be physically and emotionally demanding and that by my child’s participation in the Activities, he/she

faces risks of accidental death and/or other physical injury. These risks may include, but are not limited to, (1) loss or damage to personal property, (2) injury or fatality due to and/or related to (a) walking, running, jumping, playing, and/or falling; (b) fighting with, being hit by, and/or hitting any of the Center participants, or any other person; (c) inclement weather, which may cause slips and falls; and (d) exposure to outdoor terrain and all the risks inherent therein, among others.

I understand and assume the risks for my child's participation in the Center. I further represent that my child is in good physical condition, and does not possess, nor am I aware of, any physical or mental disabilities which will limit my child's participation in the Center, for which my child has not already received reasonable accommodation at my request. I agree to advise the Center Director at any point when I question my child's ability to participate in any Activities.

I EXPRESSLY AGREE AND INTEND THAT MY CHILD'S PARTICIPATION IN THE CENTER SHALL BE UNDERTAKEN BY MY CHILD AT HIS/HER OWN RISK AND THAT NEITHER SMU, ITS TRUSTEES, OFFICERS NOR EMPLOYEES 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 CHILD'S PARTICIPATION IN THE CENTER, INCLUDING ACTS OF ACTIVE OR PASSIVE NEGLIGENCE ON THE PART OF MY CHILD, AND I DO HEREBY FOREVER RELEASE, DISCHARGE, INDEMNIFY, HOLD HARMLESS AND WILL DEFEND SMU, ITS TRUSTEES, OFFICER, AND/OR EMPLOYEES, FROM ANY SUCH INJURIES, DAMAGES, CLAIMS, DEMANDS, ACTIONS OR CAUSES OF ACTION, AND COSTS, INCLUDING ATTORNEY'S FEES (COUNSEL TO BE CHOSEN BY SMU), UNLESS PROXIMATELY CAUSED BY THE SOLE NEGLIGENCE OF 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 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: _____

Parent's/Guardian's Signature

_____ Phone: _____

Parent's/Guardian's Signature

Child's Name

Address/City/State/Zip Code