

**SOUTHERN METHODIST UNIVERSITY
RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT
FOR VOLUNTARY REQUEST FOR LOFT OR BED MODIFICATION
Residence Life and Student Housing
2024-2025**

Electronic Signature version in on-line webform

I am a currently enrolled student at Southern Methodist University (“SMU”), and I have been given the opportunity to voluntarily request modifications to the furnishings provided to me by the Residence Life and Student Housing (“RLSH”) department of SMU for a Loft or Bed Modification, as chosen and approved by me on the SMU housing portal. **I understand that a guard rail is permanently attached to my bed and must remain on the side of the bed, not touching the wall if my bed is above 44 inches. In order to prevent potential serious injury, I agree that I will not alter the original position of the guard rail.** Additionally, I will voluntarily choose to request or decline the following safety feature for my chosen Modification as I complete the electronic loft request web form:

I DO want a ladder for my modified bed

I DO NOT want a ladder for my modified bed

I understand and agree that the requested Modification may involve: sleeping and otherwise physically using bed space at heights of up to 65 inches. I wish to voluntarily request this Modification be made to my SMU/RLSH issued and assigned room and furnishings, and I recognize that it involves certain dangers through accident or otherwise, including but not limited to, physical and/or psychological injury, including but not limited to: any and all injuries whatsoever, including injuries sustained from falling, dizziness, vertigo, and any other physical injury; including, but not limited to, head concussions, broken bones, torn ligaments and tendons, sprains, severe contusions, lacerations, and all other injuries that may occur, including death.

In consideration for being allowed to modify my SMU/RLSH room and furnishings as I request, **I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE SMU, RLSH, OR ANY TRUSTEES, OFFICERS, AGENTS OR EMPLOYEES OF EITHER, FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTIONS ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE, OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY ME, OR MY PROPERTY, WHETHER CAUSED BY MY NEGLIGENCE OR THEIRS, WHILE USING, VISITING, AND/OR INHABITING MY SMU/RLSH ROOM AND/OR FURNISHINGS UNDER THIS MODIFICATION OR BEING IN OR UPON THE PREMISES IN WHICH THE MODIFICATIONS HAVE BEEN MADE.**

FURTHER, I agree to the following:

- 1. I recognize that I am not required to use my SMU/RLSH room and furnishings with such Modification and do so of my own free will. I VOLUNTARILY ASSUME RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, THAT I MAY SUSTAIN OR CAUSE AS A RESULT OF THIS MODIFICATION, WHETHER CAUSED BY MY NEGLIGENCE OR THAT OF SMU OR RLSH, OR ITS AGENTS OR EMPLOYEES. I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS SMU, RLSH, THEIR TRUSTEES, AGENTS AND EMPLOYEES FROM ANY LOSS, LIABILITY, DAMAGE OR COSTS, INCLUDING COURT COSTS AND ATTORNEYS FEES, THAT EITHER OF THEM MAY INCUR DUE TO MY REQUEST FOR SUCH MODIFICATION, WHETHER DUE TO MY NEGLIGENCE OR THEIRS OR OTHERWISE.**
2. I intend to bind other members of my family, my heirs and assigns to this Release of Liability and Hold Harmless Agreement.

3. I have read this document before signing it; I have had an opportunity to consider its meaning, and I understand the document and sign it voluntarily as my own free act and deed. I am at least 18 years of age and fully competent, or, if under the age of 18, my parent and/or legal guardian signs on my behalf intending to be as fully bound as though I were of age and able to sign for myself.

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 I involving this Release of Liability in any way shall be in Dallas County, Texas.

ACCEPTED AND AGREED by using the check box on the electronic webform requesting a loft.

PARENTAL PERMISSION (if student is under 18 as of date loft is requested)

If under the age of 18, a parent or guardian is required to sign this document and return it to SMU RLSH, agreeing to the following statement:

I have the authority to and do hereby give permission for the above named underage individual to request and receive the referenced Modification; I have read the foregoing document and agree to be bound by its terms in consideration for the above named individual being allowed to request and receive the Modification.