

**CONSENT, RELEASE AND ASSUMPTION OF RISK
FOR PARTICIPATION IN THE
CALIFORNIA INSTITUTE OF TECHNOLOGY/Caltech Optics Club
Joshua Tree Astronomy Trip, November 7-8th, 2015**

Student's Name: _____ Birthday: _____
Family/Last Name First/Given Name Middle Name Month/Day/Year

Home Address: _____
Street

City State/Country Zip Code

Telephone: (_____) _____ Email: _____ Student ID#: _____

Emergency Contact Name: _____ Relationship: _____

Home Tel: _____ Cell Tel: _____

1. I, _____ (name of individual) am over 18 years of age and wish to participate in the California Institute of Technology ("Caltech")/Caltech Optics Club **Joshua Tree Astronomy Trip, from November 7th to November 8th** ("Trip").

2. I acknowledge that my participation in the Trip is completely voluntary and is not a requirement for Caltech. I am participating in the Trip because I choose to do so, not because I think it is in some way required by Caltech. I further acknowledge that no representative of Caltech or the Caltech Optics Club, including but not limited to any member of its leadership, has in any way required, compelled, pressured, and/or coerced me to participate in the Trip.

3. I represent that I have no physical or mental condition which prevents me from participating in the Trip in a manner that is safe for others and me. It is my responsibility to take all appropriate actions in advance of, and while participating in the Trip. I further acknowledge and agree that I have the responsibility to consult with my physician to determine if medical conditions exist that would pose a direct threat to my health or safety or the health or safety of others.

4. I understand that there are inherent risks of injury, serious bodily harm, or death associated with the Trip, or damage to my property while traveling to and from **Joshua Tree and during my stay in Joshua Tree**. In particular, the risks of the Trip include, but are not limited to, **exposure to cold nights, hiking, camping, encounters with wildlife, encounters with weather, travel by car**, personal physical injury, equipment malfunction and/or failure including failure of a motor vehicle, road conditions, vehicular traffic, damage to property, actions of other people, and other injuries arising out of or connected with my participation in the Trip.

**READ THE FOLLOWING PARAGRAPHS CAREFULLY - BY
SIGNING YOU WILL BE WAIVING LEGAL RIGHTS**

5. In consideration of being allowed to participate in the Trip, I expressly agree to accept and assume all such risks including personal injury, death and property damage, arising in any way out of my participation in the Trip. My participation in the Trip is completely voluntary, and I elect to participate in the Trip despite the inherent risks.

6. In consideration of the benefits I will receive from participating in the Trip, I hereby agree, on behalf of myself and on behalf of my assignees, descendants, dependents, heirs, next of kin, parents, guardians, executors, administrators, successors, and legal or personal representatives, to release and discharge and promise not to sue Caltech or the Caltech Optics Club and any subsidiary or affiliate or government sponsor of Caltech or the Caltech Optics Club (collectively referred to as "Caltech") as well as any person acting in his/her capacity as employee, officer, trustee, agent, contractor, or representative of Caltech or the Caltech Optics Club (collectively referred to as "Released Parties"), from and with respect to any and all claims, demands, actions, suits, causes of action, and liabilities of whatever kind or nature in law, equity or otherwise, that may arise from, are related to, or are in any way connected with the Trip, including injury, death, damage or loss, whether it results from the negligence of Caltech or the Caltech Optics Club, and/or any other Released Parties, or from any other cause, provided, however, that this does not extend to gross negligence, willful misconduct or a violation of law by Caltech or the Caltech Optics Club or any other Released Parties. I knowingly and voluntarily waive any and all rights and benefits conferred upon me by the provisions of Section 1542 of the California Civil Code or by any similar law or provision, which Section reads as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

7. I understand and agree that if a claim, suit, or attachment is brought or sought against me as a result in any way of my participation in the Trip, I shall not be entitled to any defense or indemnification by Caltech or the Caltech Optics Club in connection with such claim, suit, or attachment.

8. In the event that I should sustain injuries or illness while involved in the Trip, I authorize the Caltech Optics Club to administer, or cause to be administered, such first aid or other treatment as may be necessary under the circumstances, to include treatment by a physician or hospital of the Caltech Optics Club's choice. I accept full responsibility for any medical expenses incurred as a result of these actions.

9. During the Trip, photographs and videos of the participants may be taken. I hereby grant to Caltech or the Caltech Optics Club the right, without fee, to make and use photos and/or video tape recordings of me in connection the Trip in any manner or form and for any lawful purpose at any time.

10. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of California.

11. I represent and warrant that I have the full right, power and authority to enter into and execute this Consent, Release and Assumption of Risk (this "Release") and to grant all rights granted under it.

I HAVE CAREFULLY READ THIS RELEASE AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY, AN ASSUMPTION OF RISK, AND A PROMISE NOT TO SUE OR MAKE CLAIM, AND I SIGN THIS OF MY OWN FREE WILL.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

EXECUTED this _____ day of _____ 2015, at _____ County, California.

Signature: _____ Print Name: _____
Parent/Guardian signature (if under 18): _____
Parent/Guardian name (if under 18) : _____ Date: _____

YOU WILL NOT BE ABLE TO PARTICIPATE IN THE CALIFORNIA INSTITUTE OF TECHNOLOGY/CALTECH OPTICS CLUB JOSHUA TREE TRIP IF THIS RELEASE IS NOT RECEIVED BY THE CALTECH OPTICS CLUB PRIOR TO THE TRIP.