## 2020 SFP PROGRAM WAIVER & RELEASE (Adult 18 and up – Signed by Student)

Student Name: Ankita Roychoudhury

I, Ankita Roychoudhury , (name of student), am 18 years of age or older and wish to participate in the California Institute of Technology ("Caltech") Student Faculty Program Summer Research Programs (SFP or Program) during the summer 2020. These programs include, but are not limited to SURF, WAVE Fellows, Amgen Scholars, LIGO, CamSURF, HHMI EXROP, GROWTH, Caltech-Iceland Exchange, Caltech-IIT GN Exchange, and Caltech-GIST Exchange. I understand that the Program is an undergraduate program that introduces students to research under the guidance of research mentors. Depending upon the Program in which I am participating, I understand that I may perform this research on the campus of Caltech, or at its operating division, the Jet Propulsion Laboratory, at another college or university campus, at another organization's location such as the City of Hope, or at an overseas location.

## Assumption of Risk, Waiver of Liability, and Indemnity Agreement

I acknowledge that my participation in the Program is completely voluntary. I further understand that there are inherent risks of injury, serious bodily harm, and death associated with the Program that cannot be eliminated regardless of the care take to avoid injuries. The risks of the Program include but are not limited to, travel by bus and/or car, personal physical injury, malfunction of various electrical equipment, actions of others, and damage to property. I expressly agree to accept and assume all such risks, including personal injury and death, arising in any way from my participation in the Program. I represent that I have no physical or mental condition that prevents me from participating in the Program in a manner that is safe for me and others.

## READ CAREFULLY - YOU ARE WAIVING LEGAL RIGHTS

In consideration of the benefits I will receive from participating in the Program, I agree, for myself, my heirs, personal representatives and assigns, to release and discharge and promise not to sue Caltech and any subsidiary, affiliate or government sponsor of Caltech (collectively referred to as "Caltech"), as well as any person acting in his/her capacity as employee, officer, trustee, or agent of Caltech (collectively referred to as "Released Parties"), from and with respect to any and all claims that may arise from, are related to, or are in any way connected with the Program, resulting in injury, illness, death, damage or property loss, whether the claims result from the negligence of Caltech and/or any other Released Parties, or from any other cause, provided, however, that this does not extend to claims covered by workers' compensation, or claims due to gross negligence, willful misconduct or a violation of law by Caltech 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."

I agree to indemnify Caltech and the Released Parties for any and all claims and liabilities against them arising out of or relating to my participation in the Program. I understand and agree that if a claim, suit, or attachment is brought or sought against me as a result in any way

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of my participation in the Program, I shall not be entitled to any defense or indemnification by Caltech or the Released Parties in connection with such claim, suit, or attachment.

I understand that Caltech will maintain workers' compensation coverage for me while I am participating in the Program. As a condition for my participation and in consideration of my use of Caltech facilities and equipment, I understand and agree that in the event I am injured or contract an illness or disease either during or after my participation in the Program as a result of such participation, that workers' compensation coverage shall be my SOLE AND EXCLUSIVE REMEDY FOR ANY AND ALL SUCH INJURIES, ILLNESSES OR DISEASES. This election of remedy shall be binding on me, my heirs, administrators, executors and assignees. No other insurance or benefits will be provided.

## Permission for Use of Image and Statements

I agree that Caltech has the right to make, use, and create derivative works, and/or display photos, video and/or audio tape recordings of me. I understand that I may be photographed and/or video or audio taped verbatim and that Caltech may allow persons external to Caltech to view the pictures or recordings in part or in their entirety. I am fully aware and agree that such use of my image may include posting on publicly available internet sites and other publicly viewable social media sites. I waive any right that I may have to review or approve of any finished products, or the uses to which such products may be applied. I release and discharge Caltech and the Released Parties from any liability to me by virtue of any representation that may occur in the creation or use of said photos and/or video or audio tape recordings.

I HAVE CAREFULLY READ THE ABOVE PARAGRAPHS AND FULLY UNDERSTAND THEIR CONTENTS. I AM AWARE THAT THIS INCLUDES (1) AN ASSUMPTION OF RISK A WAIVER OF LIABILITY AND AN INDEMNITY AGREEMENT, AND (2) A PHOTO, VIDEO AND AUDIO RELEASE, AND I SIGN THIS OF MY OWN FREE WILL.

I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE. I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

ARoychoudhury	4/28/2020	
Signature of Student	Date	
Ankita Roychoudhury	203-584-4466	
Printed Name	Mobile Phone/Home Phone	

YOU WILL NOT BE ABLE TO PARTICIPATE IN A STUDENT FACULTY PROGRAM IF THIS FORM IS NOT RECEIVED BY CALTECH BEFORE SFP BEGINS.

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