

**CONSENT, RELEASE AND ASSUMPTION OF RISK  
FOR PARTICIPATION IN HACKTECH AT  
THE CALIFORNIA INSTITUTE OF TECHNOLOGY  
March 6-8, 2020**

Participant's: \_\_\_\_\_  
Family/Last Name First/Given Name Middle Name

Home Address: \_\_\_\_\_  
Street  
\_\_\_\_\_  
City State/Country Zip Code

Telephone: ( ) \_\_\_\_\_ Birthday: \_\_\_\_\_  
Month/Day/Year

1. I, \_\_\_\_\_ (name of participant) am over 18 years of age and wish to participate in Hacktech at the California Institute of Technology, Pasadena, CA held March 6-8, 2020

2. I represent that I have no physical or mental condition which prevents me from participating in Hacktech 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 Hacktech. 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.

3. I understand that there are inherent risks of injury, serious bodily harm, or death associated with the Trip. In particular, the risks of the Trip include, but are not limited to, travel by various modes of transportation (e.g. bus, airplane, train, public transportation, car, boat), 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 Hacktech.

4. I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE "the California Institute of Technology, and their officers, agents, trustees and employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in such activity, while in, on or upon the premises where the activities are being conducted, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.

5. I am fully aware of the risks and hazards connected with the activities of handling and operating the Hardware (defined below), and I am aware that such activities include the risk of injury and even death, and I hereby elect to voluntarily participate in said activities, The California Institute of Technology does not require me to participate in this activity. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death that may be sustained by me or any loss or damage to property owned by me, as a result of being engaged in such an activities, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.

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

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

7. In consideration of the benefits I will receive from participating in Hacktech, 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 and any subsidiary or 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, agent, contractor, or representative of Caltech (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 Hacktech, including injury, death, damage or loss, whether it results from the negligence of Caltech, 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 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."

8. 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 Hacktech, I shall not be entitled to any defense or indemnification by Caltech in connection with such claim, suit, or attachment.

9. In the event that I should sustain injuries or illness while involved in Hacktech, I authorize Caltech 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 Caltech's choice. I accept full responsibility for any medical expenses incurred as a result of these actions.

10. During Hacktech, photographs and videos of the participants may be taken. I hereby grant to Caltech 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.

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

12. 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 March 2020, at \_\_\_\_ Los Angeles \_\_\_\_ County, California.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**YOU WILL NOT BE ABLE TO PARTICIPATE IN THE CALIFORNIA INSTITUTE OF TECHNOLOGY HACKTECH EVENT IF FORM IS NOT RECEIVED BY CALTECH BY MARCH 6 2020**