



2018 Recreation Membership Application for SFP & JPL

Name of Eligible Applicant: (Clearly Print)

First: _____ Last: _____

Home Address: _____

Home Phone/Cell: _____

E-mail Address: _____

Emergency Contact: _____ Phone: _____

Applicant Signature

Date

The membership fee is \$75.00 and is good until October 1, 2018

Towels, Lockers and Pad Locks are not provided

PAYMENT INFORMATION: Students may either 1) fill out this form and send in a check made payable to "Caltech Athletics". Checks must have first/last name and address on check. 2) pay in cash or credit card at the Braun Athletic Center at Caltech (no form required). **DO NOT SEND CASH IN THE MAIL.**

For Office Use Only:

___ SFP ___ JPL

Comments: _____

Membership Type: Summer 2018 Membership

Total Amount Paid: \$ _____

Payment Type: ___ Check ___ Credit Card: Visa/MC

Staff: _____

CALIFORNIA INSTITUTE OF TECHNOLOGY

CONSENT, RELEASE AND ASSUMPTION OF RISK USE OF ATHLETIC FACILITIES

1. I have voluntarily sought to participate in the California Institute of Technology ("Caltech") Athletics Program which includes use of Caltech's athletic facilities ("Athletics").
2. I am participating in Athletics because I choose to do so, not because I think it is in some way required by Caltech.
3. I represent that I have no physical or mental condition which prevents me from participating in Athletics 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 Athletics. 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 Athletics presents an inherent risk of injury, serious bodily harm, or death. In particular, the risks include, but are not limited to, gym equipment malfunction and/or failure, personal physical injury, damage to property, actions of other people, and other injuries arising out of or connected with the use of and/or participation in Athletics.

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

5. In consideration of being allowed to participate in Athletics, I expressly agree and promise to accept and assume all such risks including personal injury and death, arising in any way out of my participation in Athletics. My participation in Athletics is completely and purely voluntary, and I elect to participate in Athletics despite the inherent risks.
6. In consideration of the benefits I will receive from participating in Athletics, I hereby agree, on behalf of myself and on behalf of my assignees, descendants, dependents, heirs, next of kin, distributees, parents, guardians, executors, administrators, successors, estate, 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 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 Athletics, 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 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 Athletics, I shall not be entitled to any defense or indemnification by Caltech in connection with such claim, suit, or attachment.
8. 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.
9. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of California.

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 _____ in the year of 2018, at Caltech, Los Angeles County, CA.

Signature: _____ Print Name: _____