

WAIVER & RELEASE
(Under 18 – Signed by Parent or Guardian)

Minor's Name: _____ Minor's Date of Birth: _____

I, _____, am the parent or legal guardian of the child named above, a minor. I give permission for my child to participate in the _____ (Program) organized by _____ ("Caltech") and scheduled to take place _____ Sunday, October 12. I understand that the Program is [describe activity]. I have been fully informed about the Program [describe what has been shared, i.e., itinerary, brochures, website, etc.].

Assumption of Risk, Waiver of Liability, and Indemnity Agreement

I acknowledge that my child's participation in the Program is completely voluntary. I further understand that there are inherent risks including health risks associated with COVID-19 pandemic, risks of injury, serious bodily harm, and death associated with the Program that cannot be eliminated regardless of the care taken to avoid injuries. The risks of the Program include but are not limited to, [travel by airplane, helicopter 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 child's participation in the Program. I represent that my child has no physical or mental condition that prevents my child from participating in the Program in a manner that is safe for him/her/them and others.

READ CAREFULLY – YOU ARE WAIVING LEGAL RIGHTS

In consideration of the benefits my child will receive from participating in the Program, I agree, for my child, 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 the California Institute of Technology (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 child's participation in the Program. I understand and agree that if a claim, suit, or attachment is brought or sought against my child and/or me as a result in any way of my child's 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.

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 my child for the use of Caltech materials and promotion only. I understand that my child 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 child's 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. Please inform us in writing if you would like to opt out of your child being included in any photos or videos from the travel program.

Compliance with Travel Advisories/COVID-19 Protocols

I understand the risks and restrictions involved in domestic and international travel, including the risks associated with COVID-19 pandemic. I have received and read the [Center for Disease Control and Prevention Guidance](#) (CDC) for domestic and international travel during COVID-19 pandemic and I agree that my child will follow the guidance, masking mandates, testing and quarantine requirements. I have received and read [CALTECH travel policy](#) and I agree, on behalf of my child and myself, to follow the travel guidance as provided in the policy. I further agree to comply with all policies and requirements regarding COVID-19 currently in effect, including [Institute Guidelines on Use of Face Coverings to Protect Others](#).

Release Authorization for Emergency Treatment

In case of an emergency, in the event that my child should sustain injuries or illness while involved in the Program, I authorize any representative or other official of Caltech to give consent for any medical treatment and hospital care deemed advisable for the welfare of my child. I accept full responsibility for any medical expenses incurred as a result of these actions.

This Waiver & Release shall be governed by, construed and interpreted in accordance with the laws of the State of California. If any provision of this Waiver & Release is held invalid, illegal or unenforceable, all other parts shall remain in force and effect.

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.

Date _____

Mobile Phone/Home Phone/Work Phone

(City, State, Zip)

(Work Phone)

(Home/Cell Phone)

(Work Phone)

Group/ID Numbers

Address: _____

Telephone (____)_____