

CONSENT, RELEASE AND ASSUMPTION OF RISK
FOR PARTICIPATION IN [Los Feliz Flyers] USING THE CALIFORNIA
INSTITUTE OF TECHNOLOGY
ATHLETIC FACILITIES

[10/1/2011-9/30/2012]

[For Adult Participants]

Name: _____
Family/Last Name First/Given Name Middle Name

Home Address: _____
Street

City State/Country Zip Code

Home Telephone (____) _____ Cell Phone (____) _____

1. I _____ wish to participate in the [Los Feliz Flyers] and use of the California Institute of Technology's ("Caltech") Athletic Facilities beginning (10/1/2011) through and including (9/30/2012) (the "Track Workout").

2. The activities of the Event involve coming to the Caltech campus to participate in [Track].

3. I understand that there are inherent risks of injury, serious bodily harm, or death associated with the Event. In particular, the risks of the Event include, but are not limited to, personal physical injury, equipment malfunction and/or failure, damage to property, actions of other people, and other injuries arising out of or connected with my participation in the Event.

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

4. In consideration of being allowed to participate in the Event, I expressly agree to accept and assume all such risks including personal injury and death, arising in any way out of my participation in the Event. I elect to participate in the Event despite the inherent risks.

5. In consideration of the benefits I will receive from participating in the Event, 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 (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 the Event, 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."

6. I agree to indemnify and hold harmless Caltech, its trustees, officers, employees, insurers and agents from all loss, expense (including attorneys' fees), fines, proceedings, suits, claims, damages, actions, judgments of any nature whatsoever arising out of or in any way connected with the Event. 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 Event, I shall not be entitled to any defense or indemnification by Caltech in connection with such claim, suit, or attachment.

7. In the event that I should sustain injuries or illness while involved in the Event, 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.

8. During the Event, I may create art or literary work, and/or photographs and videos of the participants may be taken. I hereby grant to Caltech the right, without fee, to make and use such art or literary work and/or photos and/or video tape recordings of me in connection the Event or in any manner or form and for any lawful purpose at any time.

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

10. 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 CONSENT, RELEASE AND ASSUMPTION OF RISK 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 _____ 2011, at _____ County, California.

Signature: _____

Print Name: _____

YOU WILL NOT BE ABLE TO USE CALTECH ATHLETIC FACILITIES UNTIL THIS SIGNED FORM HAS BEEN RECEIVED BY [Los Feliz Flyers]