



# Caltech



## CALIFORNIA INSTITUTE OF TECHNOLOGY and POLYTECHNIC SCHOOL California State Science Olympiad Tournament April 7, 2018

Name of Minor: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

I, \_\_\_\_\_, am the parent or legal guardian of the child named above, a minor. I give my permission for my child to participate in the Science Olympiad Tournament (“the Tournament”) at the California Institute of Technology (“Caltech”) and the Polytechnic School (“Polytechnic”) on April 7, 2018. The activities of the Tournament include attendance at Tournament events, participation in experiments, and other Tournament events.

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

I understand that my child’s participation in the Tournament is completely voluntary. I further understand that there are inherent risks of injury, serious bodily harm, and death associated with the Tournament that cannot be eliminated regardless of the care take to avoid injuries. The risks of the Tournament include but are not limited to, travel by various modes of transportation (e.g. bus, car), personal physical injury, equipment malfunction and/or failure including, damage to property, actions of other people. 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 Tournament. I represent that my child has no physical or mental condition that prevents him/her from participating in the Tournament in a manner that is safe for him/her and others.

### **READ CAREFULLY – YOU ARE WAIVING LEGAL RIGHTS**

In consideration of the benefits my child will receive from participating in the Tournament, I agree, for myself, my child, 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”), Polytechnic and any subsidiary, affiliate or government sponsor of Polytechnic (collectively referred to as “Polytechnic”), as well as any person acting in his/her capacity as employee, officer, trustee, volunteer, or agent of Caltech, Polytechnic, the California State Science Olympiad Directors, and its board members, planning committee, employees, volunteers and agents (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 Tournament, resulting in injury, illness, death, damage or property loss, whether the claims result from the negligence of Caltech, Polytechnic, 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, Polytechnic, 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, Polytechnic, 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 Tournament. 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 child’s participation in the Tournament, I shall not be entitled to any defense or indemnification by Caltech, Polytechnic, or the Released Parties in connection with such claim, suit, or attachment.

### **Permission for Use of Image and Statements**

{00027890-1}

1 of 2

I agree that Caltech, Polytechnic, and the California Science Olympiad have the right to make, use, and create derivative works, and/or display photos, video and/or audio tape recordings of my child. I understand that my child may be photographed and/or video or audio taped verbatim and that Caltech, Polytechnic, and/or the California Science Olympiad may allow persons external to Caltech, Polytechnic, and/or the California Science Olympiad 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, Polytechnic, 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**

**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.**

---

Signature of Parent/Guardian

Date

---

Printed Name of Parent/Guardian

Phone