

## CONSENT, RELEASE AND ASSUMPTION OF RISK

1. I have voluntarily sought to engage in construction related to House events, Ditch Day and other events for which the undergraduates may do construction projects, including but not limited to use of power tools and other equipment (“engaging in construction activities”).

2. I represent that I have no physical or mental condition which prevents me from engaging in construction activities in a manner that is safe for others and me. It is my responsibility to take all appropriate actions in advance of, and while engaging in construction activities. 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 engaging in construction activities presents an inherent risk of injury, serious bodily harm, or death. In particular, the risks include, but are not limited to, equipment malfunction and/or failure, personal physical injury, damage to property, actions of other people, and other injuries arising out of or connected with engaging in construction activities.

4. In consideration of being allowed to engage in construction activities, I expressly agree and promise to accept and assume all such risks including personal injury and death, arising in any way out of my engaging in construction activities. My engaging in construction activities is completely and purely voluntary, and I elect to do so despite the inherent risks.

5. In consideration of the benefits I will receive from engaging in construction activities, 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 including Caltech’s operating division JPL, 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 engaging in construction activities, 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 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 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

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6. 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 engaging in construction activities, I shall not be entitled to any defense or indemnification by Caltech in connection with such claim, suit, or attachment.

7. 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.

8. 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 on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

At \_\_\_\_\_ County, California.

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

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

UID:\_\_\_\_\_ House Affiliation\_\_\_\_\_ Class of\_\_\_\_\_