**ASSUMPTION OF RISK, WAIVER AND INDEMNITY AND PERMISSION TO USE IMAGES AND STATEMENTS**

(For minors)

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

Events: Visiting the Infrared Processing and Analysis Center for data analysis of astronomical data, and visiting the American Astronomical Society for presentation of research results, both as part of the NASA/IPAC Teacher Archive Research Project (NITARP) (“Events”).

Date(s) of Events: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, am the parent or legal guardian of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the minor named above.

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

I understand that my child’s participation in the Events is completely voluntary. I further understand that there are inherent risks of injury, illness, serious bodily harm, or death and damage to or loss of property associated with the Events. The risks of the Events include, but are not limited to, harm resulting from travel by various modes of transportation including buses, equipment malfunction and/or failure, and actions of other people, arising out of or connected with my participation in the Events.

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 Events.

I represent that my child has no physical or mental condition which prevents them from participating in the Events in a manner that is safe for them and others. It is my responsibility to take all appropriate actions in advance of, and while my child is participating in, the Events. I further acknowledge and agree that I have the responsibility to consult with my child’s physician to determine if medical conditions exist that would pose a direct threat to my child’s health or safety or the health or safety of others.

**read CAREFULLY - YOU ARE waiving legal rights**

In consideration of the benefits my child will receive from participating in the Events, 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”) as well as any person acting in his/her capacity as employee, officer, trustee, volunteer, 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 Events, 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 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 Events. 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 Events, 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 hereby acknowledge and give permission that during these Events, the California Institute of Technology (“Caltech”) may make recordings or photographs of the Event, and that the recordings and photographs may capture my child’s name, voice, or likeness. Such recordings or photographs may be used for non-commercial research, exhibition, publicity and other uses by Caltech (the Purposes). I also understand that recordings or photographs may be copied, copyrighted, edited and distributed by Caltech.

In exchange for allowing my child to participate in the Events, I hereby grant to Caltech, its assigns and representatives the irrevocable, unrestricted, non-exclusive, royalty-free worldwide right to use, display and/or broadcast the recordings or photographs of my child in any media, and to alter the same without restriction for the Purposes described above. I agree that neither I, nor my child, will receive monetary compensation or credit for use of the photographs. I waive any right that I may have to review or approve of the finished product, or the use to which it may be applied. I release and discharge the Institute and its employees from any liability to me by virtue of any representation that may occur in the making or editing of the photos and/or recordings.

I understand that Caltech may also contact my child after the Events and ask for comments on the Events, and that my child’s comments are subject to the terms of this release. Both my child’s participation in the Events and in answering questions during or after the Events is voluntary.

I understand that neither my child nor I will receive any compensation for the recordings or use of recordings. I hereby grant to Caltech and its designees permission to use my child’s name or voice, and to record, broadcast, or make available, in perpetuity, the recordings of his or her name, voice, and likeness in any medium or format for any lawful purpose at any time.

I understand that Caltech is not obligated to use any recording and the decision to use a particular recording is at Caltech’s sole discretion. While care will be taken to maintain the intent and purpose of the recording, editing may be necessary to obtain the best recording for the Events and the editing will be done at Caltech’s sole discretion.

This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of California. 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 RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS AN ASSUMPTION OF RISK, A RELEASE OF LIABILITY, 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 \_\_\_\_\_\_\_ 2020 at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Print name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**THE MINOR WILL NOT BE ABLE TO PARTICIPATE IN THE EVENTS IF THIS FORM IS NOT RECEIVED BY NASA/IPAC BEFORE JUNE 1, 2020.**