**CONSENT, RELEASE AND ASSUMPTION OF RISK AND PERMISSION TO USE IMAGES AND STATMENTS**

(For adults)

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

 Family/Last Name First/Given Name Middle Name

Home Address**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 Street

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 City State/Country Zip Code

Home Telephone (\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell Phone (\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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) (the Events).

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

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

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 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 acknowledge that my participation in the Events is completely voluntary and 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.

I represent that I have no physical or mental condition which prevents me from participating in the Events in a manner that is safe for me and others. It is my responsibility to take all appropriate actions in advance of, and while I am participating in the Events. 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.

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

In consideration of the benefits I will receive from participating in the Events, 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 Events, 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.”

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.

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.

**Permission to Use Images and Statements**

I hereby acknowledge that during these Events, the California Institute of Technology (“Caltech”) may make recordings or photographs of the Events, and that the recordings and photographs may capture my 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 participating 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 me in any medium, and to alter the same without restriction for the Purposes described above. I agree that I will not 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 me after the Events and ask for comments on the Events, and that my comments are subject to the terms of this release. My participation in the Events and in answering questions during or after the Events is voluntary.

I understand that I will not receive any compensation for the recordings or use of recordings. I hereby grant to Caltech and its designees permission to use my name or voice, and to record, broadcast, or make available, in perpetuity, the recordings of my 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 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 \_\_\_\_\_\_\_\_\_ 2020, at \_\_\_\_\_\_\_\_\_\_\_\_\_.

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

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

**YOU WILL NOT BE ABLE TO PARTICIPATE UNTIL THIS SIGNED FORM HAS BEEN RECEIVED BY NASA/IPAC**