

# CALIFORNIA INSTITUTE OF TECHNOLOGY

## Department of Athletics, Physical Education and Recreation

### WAIVER & RELEASE OF LIABILITY FOR SPORT CLUB VISITING TEAM MEMBER

IN CONSIDERATION of receiving permission from the California Institute of Technology ("Caltech") to enter the premises of the Braun Athletic Center or any Caltech sports field, gym, track, swimming pool or premises ("Facility") for the purpose of physical exercise, sport, instruction or observation ("Activity"),

I \_\_\_\_\_ for myself, my personal representatives, heirs,  
(Printed name of visiting sport club team member)  
executors, administrators, agents, assigns and next of kin:

1. ACKNOWLEDGE, agree and represent that I understand the nature of the Activity that I am voluntarily participating in and that I am qualified, in good health and in proper physical condition to participate in such Activity. I agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in Activity. It is Guest's responsibility to consult with his/her physician to determine if any medical condition exists and, if so, whether such condition poses a direct threat to the health or safety of Guest or others.

2. FULLY UNDERSTAND THAT: (a) Activity may involve risks and dangers of serious bodily injury, including permanent disability, paralysis and death ("Risks"); (b) these Risks and dangers may be caused by my own actions, the actions of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the "Releasees" named below; and (c) there may be other risks and social and economic losses either known to me or not readily foreseeable at this time.

3. AGREE that if I engage in any Activity, I do so at my own risk. This includes, without limitation, use of the locker room, track and field, pool or any equipment in the Facility and participation in any activity, class, program or instruction. I agree that I am voluntarily participating in these activities and using these facilities and premises and assume all risk of injury, illness, damage or loss to myself or my property that might result, including, without limitation, any loss or theft of any personal property. I agree to release and discharge Caltech, its directors, officers, trustees, employees, students, volunteers, agents, and all others ("Releasees") from any and all claims or causes of action (known or unknown) arising out of any negligence. This Waiver and Release of Liability includes, without limitation, injuries which may occur as a result of (a) use of any exercise equipment or facilities which may malfunction or break; (b) improper maintenance of any exercise equipment or facilities, (c) negligent instruction or supervision, and (d) slipping and falling while at the Facility. I acknowledge that I have carefully read this Waiver and Release of Liability and fully understand that it is a release of liability. I waive any right that I may have to bring a legal action to assert a claim against Releasees for any negligence.

4. UNDERSTAND that this release is intended to be as broad and inclusive as permitted by the laws of California, and agree that if any portion is held invalid, the remainder of this release will continue in full force and effect.

I have read this release and fully understand that by signing this agreement, I am giving up legal rights and/or remedies that may be available to me, and am doing so voluntarily.

\_\_\_\_\_  
(Signature of Visiting Sport Club Team Member)

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
Date Signed

**Please return completed form to the Caltech Sport Club contact person on-site or submit directly to:**

**California Institute of Technology  
Recreation Coordinator  
1200 E. California Blvd., Mail Code 1-2  
Pasadena, CA 91125  
Fax: (626) 584-0589**