

**VEHICLE USE FOR NON-CALTECH PERSONNEL:  
CONSENT, RELEASE AND ASSUMPTION OF RISK**

1. I have voluntarily sought to participate in the California Institute of Technology (“Caltech”)-sponsored event or trip that involves the use of a Caltech owned or leased vehicle (“Event”).

The event is: \_\_\_\_\_

2. I represent that I have no physical or mental condition which prevents me from participating in the Event in a manner that is safe for others and me. It is my responsibility to take all appropriate actions in advance of, and while participating in, the Event.
3. I understand that this Event presents an inherent risk of injury, serious bodily harm, or death. In particular, the risks include, but are not limited to, equipment failure of the motor vehicle, road conditions, vehicular traffic, and actions of other people.
4. In consideration of being allowed to participate in the Event, I expressly agree and promise to accept and assume all such risks including personal injury and death, arising in any way out of my participation in the Event. My participation in the Event is completely and purely voluntary, and I elect to participate in the Event despite the inherent risks.
5. In consideration of the benefits I will receive from participating in the Event, 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 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 Event, 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 willful misconduct 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.”
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 participation in the Event, 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 this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, at \_\_\_\_\_  
County, California.

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

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