

COVID-19 CALTECH ALPINE CLUB EQUIPMENT RELEASE

I, _____ (full name) am over 18 years of age and wish to borrow/rent and use (“use”) outdoor recreation equipment disseminated by the Caltech Alpine Club, including but not limited to general climbing gear, rock climbing gear, skiing and snowboarding gear, navigation and communication gear and miscellaneous gear. I understand and agree as follows:

- The equipment “AS IS” and **WITH NO WARRANTIES**, express or implied.
- The **equipment is not professionally maintained or regularly checked for damage.**
- **No training or instruction is provided** by the California Institute of Technology (“Caltech”), the Caltech Alpine Club, the Caltech Y or any of their employees, students or volunteers.
- I will only use the equipment **if I fully understand the equipment’s uses and function.**
- **If I feel the equipment is not functioning properly, I will stop using it immediately** and return it to the Caltech Alpine Club.
- I may be charged for the cost of the equipment if I fail to return it, or return it damaged.

ASSUMPTION OF RISK: I have read and understood the above warning concerning COVID-19. I choose to accept the risk of being exposed to and/or contracting COVID-19 in order to enter Caltech’s campus and/or attend or participate in any event or activity at Caltech. Entering Caltech’s campus and/or attending or participating in any event or activity at Caltech are of such value to me that I accept the risk of being exposed to or contracting COVID-19 in order to be present, attend, and/or participate in person at Caltech, rather than arranging for an alternative method of enjoying the same virtually (e.g. videoconference).

I understand that there are inherent risks of injury, serious bodily harm, or death associated with the use of this equipment. In particular, the risks include, but are not limited to, improper use of the equipment, equipment defects, actions of other people, and other known and unknown risks of injury while using the equipment. There are also additional associated risks of contracting and transmitting COVID-19.

In consideration of being allowed to use this equipment:

I expressly agree to accept and assume all such risks including personal injury, death and property damage, sickness due to COVID-19, arising in any way out of my use of the equipment, and

I hereby agree, on behalf of myself and on behalf of my assignees, descendants, dependents, heirs, next of kin, parents, guardians, executors, administrators, successors, and legal or personal representatives, to hold harmless, release, discharge, promise not to sue, and defend and indemnify Caltech and the Caltech Y and any subsidiary, affiliate, Club (including but not limited to the Caltech Alpine Club) and government sponsor of Caltech or the Caltech Y (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, the Caltech Alpine Club or the Caltech Y (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 use of the equipment, including injury, death, damage or loss, whether it results from the negligence of Caltech or the Caltech Y, 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 the Caltech Y 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 understand and agree that if a claim, suit, or attachment is brought or sought against me as a result in any way of my use of the equipment, I shall not be entitled to any defense or indemnification by Caltech or the Caltech Y in connection with such claim, suit, or attachment.

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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 Release and to grant all rights granted under it.

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 L.A. County, California.

Signature: _____