

CALIFORNIA INSTITUTE OF TECHNOLOGY
FILMING AGREEMENT AND RELEASE OF LIABILITY

This Agreement is made on the _____ of _____, year _____ between the California Institute of Technology ("Caltech") having an address at 1200 E. California Blvd., Pasadena, CA 92215 and _____ ("Company") having an address at:
_____.

Whereas Company wishes to film, produce, and be involved with the making of a documentary on _____ ("Project") on Caltech property on _____ (date and time), and Caltech consents to Company's activity on Caltech property, the parties hereby agree as follows:

I. Company Duties and Understandings

1. Company understands and agrees that its film crew will not disrupt normal campus activity, and will not enter a classroom or laboratory without the prior approval of the appropriate faculty member or his/her representative.
2. Company will park its vehicles in parking areas recommended by Caltech Media Relations and will not park illegally or block other vehicles, doors, walkways or roads. Any citations will be the responsibility of Company.
3. Company will notify Caltech Media Relations regarding any electrical needs above 1,000 watts to avoid power outages in older buildings.
4. Company agrees to submit the "Documentary Request Form" to Media Relations outlining where exactly it plans to shoot, whom it will interview, where it will shoot b-roll, etc., the details of which are hereby incorporated and made a part of this agreement.
5. Company will respect all campus facilities and people. No furniture or equipment will be moved or adjusted without the permission of the interviewee or his/her representative. Lasers, robotics, magnets, and other equipment require pristine environments -- all interaction with such equipment must be supervised by a campus representative.
6. Company understands and recognizes that there exists the possibility and risk of bodily injury and/or property damage while filming, producing, and being involved with the making of the documentary.
7. Company acknowledges that its work in the documentary is voluntary, as is Caltech's consent for Company to be present on its property, and that the permission may be revoked at any time.
8. Company understands that the conditions for filming on campus is subject to conditions that Caltech may reasonably impose or alter, and agrees to follow the direction of Caltech.

Please review and complete both pages of this form and fax to Deborah Williams-Hedges, Caltech Media Relations, (626) 395-5890 prior to commencing photography. Original signed copy must be delivered to Media Relations, 1200 E. California Blvd., MS 5-32, Pasadena, CA, 91125.

II. Caltech Duties and Understandings

1. For and in consideration of Caltech allowing Company to work on the documentary on Caltech property, Company hereby agree to release, relieve, indemnify and hold harmless the California Institute of Technology, its trustees, officers, employees, students, and representatives from any and all claims, demands, actions, and liability whatsoever, arising out of or relating to any loss, property damage, bodily injury or death, in connection with or resulting from the Company's activities or any activities incidental thereto, including, but not limited to, travel to, from and around the premises, wherever, whenever, or however the same may be caused.
2. Both Caltech and Company understand that unless otherwise agreed upon, nothing contained in this agreement shall grant, transfer or convey any right or interest to Caltech in or to any film, stock, negative, disc, element, tape or other material of any kind or nature whatsoever owned by Company.
3. Caltech hereby grants to Company and its successors, assigns and licenses the irrevocable right in all media throughout the universe to use the photographs of the property taken by Company hereunder in connection with motion picture and television photoplays for purposes of exploiting Project. The rights herein granted include the right to photograph permitted structures located on the property (but not the names, logos or verbiage on the building or on signs unless otherwise agreed to in writing).

Company understands and agrees that this release is intended to be as broad and inclusive as permitted by the laws of California, and agrees that if any portion is held invalid, the remainder of this release will continue in full force and effect. This agreement shall be interpreted under the laws of the State of California, and the venue for any legal proceedings shall be in the Los Angeles, CA.

The undersigned warrants having the authority to sign this agreement on behalf of Company and agrees that Company will assume the liability of any participating member or representative.

I represent that I am an authorized representative of Company, and have read this release. I fully understand that by signing this agreement, I may be giving up legal rights and/or remedies that may be available to my organization, and am doing so voluntarily.

Company

(Signature of Authorized Representative)

Date Signed

(Print Name & Title)

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