



2010 Hui Paoakalani



Swim - Yes

ADULT / YOUTH WAIVER & RELEASE OF LIABILITY
READ BEFORE SIGNING

Swim - No

IN CONSIDERATION of being permitted to participate in any way with Hui Paoakalani sports and recreation programs and related activities ("Activities") I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of paddlesports and related activities and that I am qualified, in good health, in proper physical condition to participate in such activities and willingly agree to comply with the stated and customary terms and conditions of participation.

2. FULLY UNDERSTAND that: (a) Paddlesports and related ACTIVITIES INVOLVE RISKS AND DANGERS OF DAMAGE TO PERSONAL PROPERTY AND SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW;

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE Hui Paoakalani and its organizational affiliates (Ka Lama Mohala Foundation/ Board Members, Hawaiian Cultural Center, and Hui Paoakalani), their respective instructors, trainers, administrators, directors, officers, members, volunteers, and employees, other participants, and sponsor, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the 'RELEASEES' herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, INJURIES, DAMAGE TO PROPERTY, OR OTHER DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Name (print) \_\_\_\_\_ Date of Birth \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_

Date \_\_\_\_\_ Adult Signature \_\_\_\_\_

Name of Activity: Hui Paoakalani

Sponsoring Organization: Ka Lama Mohala Foundation Activity Date: 2010 Season

Waiver is valid for Hui Paoakalani "ACTIVITIES" thru Dec. 31, 2010