



ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATION AND/OR VOLUNTEERING IN THIS ACTIVITY OR EVENT, including by way of example and not limitation, any risk that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently prepared or trained for participation in the activity or event, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems, which preclude my participation in this activity or event.

I acknowledge that this **Accident Waiver and Release of Liability Form** will be used by Kanehunamoku and/or event holders, sponsors, and organizers of the activity or event in which I may participate, and that it will govern my actions and responsibilities at said activity or event.

In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

- (A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this event, THE FOLLOWING ENTITIES OR PERSONS: Kanehunamoku and its officers, employees, volunteers, representatives, and agents, the activity or event holders, activity or event sponsors, activity or event volunteers;
- (B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE Kanehunamoku or other persons mentioned in the above paragraph from any and all liabilities or claims made as a result of participation in this activity or event, whether caused by negligence of release or otherwise.

I acknowledge that this activity or event may involve a test of a person's physical and mental limits and may carry with it the potential of death, serious injury, and property loss. The risks may include, but are not limited to, those caused by facilities, temperature, weather, condition of participants, equipment, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event minors.

I hereby consent to receive medical treatment which may be deemed advisable and in the event of injury, accident, and/or illness during this activity or event.

I understand that at this event or related activities, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by Kanehunamoku, and/or producers, sponsors, organizers, and assigns. I, the undersigned, hereby agree to release any rights that I have to any reflections, photographs, video recordings and/or audio recordings made during this event, and I acknowledge that Kānehūnāmoku Voyaging Academy is the owner and copyright holder of them. I also consent to Kānehūnāmoku Voyaging Academy using the photographs, video recordings, and/or audio recordings in any manner for any purpose deemed appropriate by Kānehūnāmoku Voyaging Academy, including but not limited to grant applications or reports, conference presentations, video productions, broadcasts, exhibits (including photographic exhibits), adaptations, recordings, illustrations, animation and graphics, advertising, brochures, calendars, newsletters, books (including e-books), internet, webpages, email, and any other computer readable formats, video or audio segments of any nature by any means, and in all other media and publications now known or hereafter to become known. I waive any right to inspect or approve the photographs, video recordings and/or audio recordings or to approve Kānehūnāmoku Voyaging Academy to use them. I understand and acknowledge that Kānehūnāmoku Voyaging Academy is not obliged to use any of the photographs, video recordings and/or audio recordings. I release, discharge, and agree to hold harmless Kānehūnāmoku Voyaging Academy and all persons acting under its permission or authority from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of said photograph, video recording and/or audio recording

or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or violation of any right of publicity or privacy.

The accident waiver and release liability shall be constructed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

The undersigned custodial parent or legal guardian acknowledges that he/she is also signing this release on behalf of the minor participant, that he/she is waiving certain rights on behalf of the minor participant that the minor participant otherwise may have and that the minor participant shall be bound by all the terms of this release. By signing this waiver and release without a parent's or guardian's signature, the participant represents he/she is at least 18 years of age, or, if signing as the parent or guardian of the participant, signer represents they are the custodial parent or legal guardian of the minor participant

THE UNDERSIGNED HAVING READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT THEY HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT VOLUNTARILY.

Participant Information:

Student's Name (Printed) _____

School Name _____ Teacher's Name _____

PARTICIPANT'S SIGNATURE _____

IF MINOR, CUSTODIAL PARENT OR GUARDIAN MUST FILL OUT THIS SECTION:

Custodial Parent/Guardian Name (Printed) _____

Signature _____ Date _____

Relationship to Student _____

Email _____ Phone _____

EMERGENCY CONTACT (other than above parent/guardian):

In an emergency, contact _____ Phone _____

Relationship _____