

## **Waiver of Liability Relating to Coronavirus/COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.

**Kanehunamoku Voyaging Academy (KVA) cannot prevent you, your child, or another family member from becoming exposed to contracting, or spreading COVID 19 while utilizing KVA's services or premises. It is not possible to prevent against the presence of the disease. Therefore, if you choose to utilize KVA's services or enter onto KVA's premises, you may be exposing yourself and/or your family members to increasing your risk of contracting or spreading COVID-19.**

**ASSUMPTION OF RISK: I have read and understand the above warning concerning the risk of contracting or spreading COVID-19.** I hereby choose to accept the risk of contracting COVID-19 for myself and/or my children and other family members in order to utilize KVA's services and/or to enter into KVA's premises. These services are of such value to me and/or my children, that I am willing to accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize KVA's services and premises in person, rather than arranging for an alternative method of enjoying the same services virtually (e.g. video conference).

**WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit against Kanehunamoku Voyaging Academy (KVA) and its owners, officers, directors, managers, officials, trustees, agents, employees, or any other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing KVA's services and premises.** I understand signing this waiver means I give up my right to bring any claims including for personal injuries, death, disease, or property losses, or any other loss, including, but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

### **RESPONSIBILITY:**

**The State of Hawaii shall be responsible for damages or injury caused by the State, State agents, officers, and employees in the course of their employment to the extent that the State's liability for such damage or injury has been determined by a court or otherwise agreed to by the State, and the State shall pay for such damage and injury to the extent permitted by law.**

**KVA shall be responsible for damages or injury caused by KVA, KVA agents, officers, and employees in the course of their employment to the extent that KVA liability for such**

**damage or injury has been determined by a court or otherwise agreed to by KVA and the KVA shall pay for such damage and injury to the extent permitted by law**

**CHOICE OF LAW:** I understand and agree the law of the State of Hawaii will apply to this contract.

**I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:**

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

**Name (printed):** \_\_\_\_\_

**Date:** \_\_\_\_\_

**I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release.**

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

**Name (printed):** \_\_\_\_\_

**Date:** \_\_\_\_\_