Nā Kama Kai
KEIKI ALOHA, KAI ALOHA

# NĀ KAMA KAI 501 (c)(3)

P.O. Box 1803 | WAIANAE, HI 96792 | (808) 772-4194
info@nakamakai.org • http://www.nakamakai.org

## SPORT PARTICIPANT RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Please read and be certain you understand the implications of signing.

Express Assumption of Risk Associated with Sport, Venue Use and Related Activities.

I, _____ parent name) do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with Nā Kama Kai, transportation of equipment related to the activities, and traveling to and from activity sites in which I am about to engage. Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized is significant including the potential for broken bones, severe injuries to the head, neck, and back or other bodily injuries that my result in permanent disability and death.
2. Possible equipment failure and/or malfunction or misuse of my own or others' equipment.
3. I AGREE THAT I WILL WEAR APPROVED PROTECTIVE GEAR AS DECREED BY THE GOVERNING BODY OF THE SPORT I AM PARTICIPATING IN. However, protective gear cannot guarantee the participant's safety. I further agree that no helmet can protect the wearer against all potential head injuries or prevent injury to the wearer's face, neck or spinal cord.
4. Variation and/or steepness of terrain, variation or changes in surfaces including but not limited to snow surfaces, ice, bare spots, rocks, stumps, debris, cliffs, trees, fences, posts, trees, light poles, signs, buildings, roads, walkways, ramps, rails, stairs, pyramids, manual pads, bowls, half-pipes, jumps, padded and non-padded barriers, other persons, and other natural and man-made hazards.
5. My own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, weather, riding surfaces or other obstacles.
6. Exposure to the elements and temperature extremes may result if frost nip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
7. Risk of exposure to or contracting of COVID-19 despite measures implemented by Nā Kama Kai to reduce the risk of exposure and spread of COVID-19 in compliance with rules and regulations set forth by the State of Hawaii and the City & Country of Honolulu.
8. Dangers associated with exposure to natural elements include but are not limited to avalanche, rock fall, inclement weather, thunder and lighting, severe and or varied wind, temperature and other weather conditions.
9. Accidents or illness occurring in remote places where there are no available medical facilities.
10. Fatigue, exhaustion, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
11. Impact or collision with other athletes, spectators, facility employees, pedestrians, motor vehicles, and cyclists.

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*I understand the description of these risks is not complete and unknown or unanticipated risks may result in injury, illness, or death.

## RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration for being permitted to participate in the above described activity(ies) and related activities, I hereby agree, acknowledge and appreciate that:

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as releasees.

**Nā Kama Kai, State of Hawaii, Department of Land and Natural Resources, City and County of Honolulu.**

2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, personal illness, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releases or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, illness, death, or loss or damage to person or property that may occur as a result of my engaging in the above activities.
3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.
4. This agreement shall apply to any and all injury, disability, ilness, death, or loss or damage to person or property occurring at any time after the execution of this agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

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**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, I FULLY UNDERSTAND ITS TERMS, I UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

_____ S/ _____ _____
Name of Adult Participant (please print) Signature Date

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releases, but also to release and indemnify the releases from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

_____ S/ _____ _____
Name of Parent or Adult legal Guardian (please print) Signature Date

Signature of Parent or adult legal Guardian if Participant is a Minor, and by their signature, They on my behalf release all claims that both they and I have.

_____ _____
Name of Minor (Please Print) Date

## Nā Kama Kai
**PUBLIC RELEASE**

Photos, tape recordings, and/or video recordings of the participants are sometimes made for use by Na Kama Kai for educational and promotional materials which may or may not be available on the Internet.

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I, _____ , do hereby authorize that my child/legal dependent's picture and/or voice may be used for publication or news stories about Na Kama Kai or for promotional materials, and educational materials that may be on the internet.

I have fully read and considered all of the terms and statements contained in this release before affixing my signature.

Signature _____ Date _____

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## Nā Kama Kai Contact Information

Name of Adult _____

| Name of Child | Age | Gender | Ethnicity(s) |
|---|---|---|---|
| _____ | ____ | ____ | _____ |
| _____ | ____ | ____ | _____ |
| _____ | ____ | ____ | _____ |
| _____ | ____ | ____ | _____ |
| _____ | ____ | ____ | _____ |

Address _____

Email _____ Phone _____

Best Way of Contact _____

How did you hear about Nā Kama Kai?