

ATTACHMENT F

ASSUMPTION OF RISK, RELEASE, AND INDEMNIFICATION

EVENT: _____

LOCATION: _____

DATE: _____

I, _____, (“Participant”)* understand that I will be participating in the
(Print Participant’s Name)
above-described Event (the “Event”). As the Participant, I understand that there are inherent dangers and risks involved with my participation in the Event and I agree to strictly follow all safety procedures and guidelines. I am fully aware that there are inherent dangers and risks of injury that include, but are not limited to, illness, personal injury, death, and economic and property damage (collectively the “Injuries/Damages”).

I understand that the University of Hawai`i does not provide health insurance and will not be responsible for any Injuries/Damages that each Participant may sustain or suffer in connection with involvement or participation in the Event.

In consideration of Participant being permitted to participate in the Event:

Release and Covenant Not to Sue. I agree, for myself, my heirs, personal representatives and assigns (collectively the “Assigns”), to hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the University of Hawai`i, its Board of Regents, officers, employees and agents (collectively the “University”) from any and all claims, including, but not limited to, claims for Injuries/Damages arising from my involvement or participation in the Event.

Indemnity, Defense, and Hold Harmless. I also agree on behalf of myself and my assigns, to INDEMNIFY, DEFEND, AND HOLD HARMLESS the University from and against any and all claims, demands, actions or causes of action, on account of any loss, including Injuries/Damages, that arise out of or attributable to my involvement or participation in the Event.

I also agree, on behalf of myself and my assigns, that this Agreement shall be governed by and construed in accordance with the laws of the State of Hawai`i. I further agree that if any portion of this Agreement is held invalid, illegal, or unenforceable, the remainder of the Agreement will continue in full force and effect.

I have read this Agreement and I understand that I am giving up substantial rights, including the right to sue the University. I confirm that I am not incapacitated in any manner that would affect my understanding of the above, and that I am signing this Agreement freely and voluntarily.

Signature of Adult Participant

Print Name

Date

Signature of Minor Participant

Print Name

Date

Signature of Parent/Guardian

Print Name

Date

(Co-signature of parent/guardian is required if Participant is under 18 years of age)

*If the Agreement is for the benefit of a minor, all references to “I” shall mean “I, on behalf of myself and the Participant”

ATTACHMENT F

(OPTIONAL; ADVISABLE FOR EVENTS REQUIRING PHYSICALLY INTENSE ACTIVITY OR INVOLVING MINORS)

MEDICAL CONSENT FORM

EVENT: _____

LOCATION: _____

DATE: _____

In case of an emergency, I/we, the undersigned, consent to and authorize any medical professional, emergency personnel, and others working under their supervision to provide medical treatment to

_____ for any injury or illness arising from or related to his/her participation in the
(Print Participant's Name)

Event on the above date and at the above location.

I/We* further agree to: (a) pay any and all medical expenses, costs and other charges relating to the treatment of the Participant, (b) release, discharge, and waive any claims that Participant may have relating to Participant's medical or emergency treatment or care, and (c) indemnify, defend and hold harmless the University of Hawaii and its Board of Regents, officers, employees, agents and assigns, and the Event, its officers, directors, employees, and agents, from and against any liability, claims, or demands arising from or connected with such medical or emergency treatment or care.

IN CASE OF EMERGENCY:

First Person to Contact: _____

Phone: _____

Second Person to Contact: _____

Phone: _____

Physician to Contact: _____

Phone: _____

Signature of Adult Participant

Print Name

Date

Signature of Minor Participant

Print Name

Date

Signature of Parent/Guardian
(Co-signature of parent/guardian is
Required if Participant is under 18 yrs of age)

Print Name

Date

*If the Agreement is for the benefit of a minor, all references to "I" or "We" shall mean "I, on behalf of myself and the minor Participant"