

**WAIVER AND RELEASE OF LIABILITY
INDEMNITY AGREEMENT**

IN CONSIDERATION of the risk of injury and damage to others that exists while participating in _____
_____ (hereinafter the
“Activity”); and

IN CONSIDERATION of the undersigned’s desire to participate in said Activity and being given the right to participate in same, I, _____, hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives (Hereinafter “Releasor”), knowingly and voluntarily enter in this WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and

RELEASOR HEREBY releases and forever discharges _____
located at _____, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively “Releasees”), from and physical or psychological injury that Releasor may suffer as a direct result of my participation in the Activity.

RELEASOR FURTHER AGREES to indemnify, defend and hold harmless Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, attorney fees, compensation or otherwise brought by Releasor and/or others, including any suits, actions, claims and the like, for damage Releasor causes by act(s), contributing act(s), participating with others in act(s) or otherwise.

RELEASOR AGREES THAT PARTICPATION IN ACTIVITY IS VOLUNTARY PARTICIPATING AND PARTICIPATING IN THE ACTIVITY ENTIRELY AT RELEASOR’S OWN RISK. RELEASOR IS AWARE OF THE RISK(S) ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS AND DEATH. RELEASOR UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM THEIR OWN OR THE NEGLIGENCE OF OTHERS, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY

(IF APPLICABLE), OR FROM CONDITIONS AT THE ACTIVITY'S LOCATION(S). NONTHELESS, RELEASOR ASSUMES ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN, WITH THE PARTICIPATION IN ACTIVITY.

RELEASOR FURTHER ACKNOWLEDGES that Releasees are not responsible for error, omissions, acts or failures to act by any party or entity conducting a specific event or activity on behalf of Releasees.

RELEASOR FURTHER ACKNOWLEDGES that Activity may involve a test of Releasor's physical and mental limits. Releasor agrees to participate in Activity only if Releasor is physically and medically able and receives proper training. Releasor agrees to abide by the decision of Releasees regarding the approval of Releasor to participate in Activity.

RELEASOR AGREES that this document shall be governed by the laws of the State of Hawaii. Any disputes shall be resolved within the State of Hawaii. This release supersedes any all previous oral or written promises or other agreements between Releasor and Releasees. This document and the provisions contained therein shall remain in effect for the duration of releasors participation in the activity, during this initial and all subsequent events of participation.

BY SIGNING BELOW, RELEASOR HEREBY ACKNOLWEGE TO HAVE CAREFULLY READ THIS DOCUMENT AND FULLY UNDERSTAND THAT RELEASOR IS RELEASING RELEASEES FROM ANY AND ALL LIABILITY AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS RELEASEES AND REIMBURSE RELEASEES FOR ANY AND ALL COSTS THAT RELEASOR INCURS BY THEIR ACTION(S) WHILE PARTICIPATING IN ACTIVITY.

Signed this ____ day of _____, 2024

Signature

Print Name