

# Na Wahine O Ke Kai 2010

## ADULT WAIVER AND RELEASE OF LIABILITY AND PROMOTIONAL RIGHTS

### A) ADULT WAIVER AND RELEASE OF LIABILITY

In consideration of being allowed to participate in any way in Hawaiian Canoe Racing Association, Oahu Hawaiian Canoe Racing Association and its member organizations athletics/sports programs, and related events and activities, the undersigned:

1. Agree that prior to participating, they each will inspect the facilities and equipment to be used and if they believe anything is unsafe, they will immediately advise their coach or supervisor of such condition(s) and refuse to participate.
2. Acknowledge and fully understand that each participant will be engaging in activities that involve risk of serious injury, including permanent disability and death, and severe social and economic losses which might result not only from their own actions, inactions or negligence, but the actions, inactions or negligence of others, the rules of play, or the condition of the premises or of any equipment used. Further, that there may be other risks not known to use of not reasonable foreseeable at this time.
3. Assume all the foregoing risks and accept personal responsibility for the damages following such injury, permanent disability or death.
4. I have disclosed to my coach that I have no medical condition, ailment or disability (physical/mental), which would affect my ability to paddle competitively, be water safe, and survive any risks or hazards arising out of the competition.
5. Release, waive, discharge and covenant not to sue Hawaiian canoe Racing Association, its member associations, its affiliated clubs, their respective administrations, directors, agents coaches and other volunteers or employees of the organization, other participants, sponsoring agencies, sponsors, advertisers and its applicable, owners, and lessors of premises used to conduct the event, all of which are hereinafter referred to as "releasees", from demands, losses or damages on account of injury, including death or damage to property, caused or alleged to be caused in whole or part by the negligence of the releasee or otherwise.

### B) ESCORT AND AUXILIARY ESCORT BOAT WAIVER

The undersigned do hereby expressly agree to indemnify and hold harmless the skipper(s) of our escort boat(s) against any and all claims, actions, causes of actions, damages and demands which may hereafter at any time be made, asserted brought or on our behalf arising out of or in any way incident to our participation in the use of said skippers(s), vessel(s) in the Na Wahine O Ke Kai race.

### C) PROMOTIONAL RIGHTS WAIVER

The undersigned grants the Hawaiian Canoe Racing Association and its representatives permission to telecast, show and/or print and publish any and all pictures taken of me or the crew collectively in conjunction with the Na Wahine O Ke Kai Race, the undersigned releases The Oahu Hawaiian Canoe Racing Association and its representatives all rights to publication and/or other use of aforementioned pictures for their brochures, or other promotional and/or other printed material without remuneration.

### D) AFFIRMATION

THE UNDERSIGNED BEING EIGHTEEN (18) YEARS OR OLDER AND HAVING READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT THEY HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT VOLUNTARILY.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP; \_\_\_\_\_

Canoe Club: \_\_\_\_\_ Association: \_\_\_\_\_

Mail or fax by 9/20/2010 to:

Shelly Gilman

12A Kailua Rd, Kailua, HI 96734

FAX - 808-263-1153 or bring to registration.