

Assumption of Risk, Release, & Indemnity Agreement

Name of Participant:

School:

Age of Student:

Date of Birth:

In consideration of the services of the WIRED Program, The Pacific American Foundation (PAF), the State of Hawai'i, University of Hawai'i, and all of the related entities, partners, agents, directors, advisors, officers, employees, representatives, volunteers, and all other persons acting on behalf of the entities listed above (collectively "WIRED"), I hereby AGREE AND CONSENT TO WAIVE AND RELEASE, to relinquish, and to forever discharge WIRED and its representatives on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate from any and all claims, any and all causes of action that I (we) have or may have, whether past, present or future, whether known or unknown, whether anticipated or unanticipated, as follows:

1. I understand that the activities I will engage in as part of WIRED programs (the "Activities") involve conduct on, under, and/or around the ocean, streams, and mountain trails and that it is inherently dangerous, and that these Activities involve unknown and unanticipated risks and dangers which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to other people. I understand that the risks could include without limitation slips, falls, drowning, or other accidents and those they simply cannot be eliminated without jeopardizing the essential qualities of the Activities. The Activities on the ocean and the shore may require the use of surfboards and other equipment, as well boats and other ocean going vessels. These are also inherently dangerous.
Initials _____
2. I expressly agree to accept and assume all of the risks in the Activities, which could include any and all risk of personal injury, death, and/or property damage. My participation in the Activities is purely voluntary. I voluntarily elect to participate in the Activities in spite of the risks and dangers.
Initials _____
3. I voluntarily release, forever discharge, and agree to hold harmless and indemnify WIRED and all other persons or entities acting in any capacity on its behalf from any and all claims, demands, or causes of action, brought against me or against WIRED, which are in any way connected with my participation in the Activities or my use of equipment or facilities, including without limitation any claims alleging negligent acts or omissions of WIRED or its agents or representatives, any injury or loss whatsoever suffered by me during the periods of independent travel (which I understand are unsupervised), any financial or other obligations or liabilities that I may personally incur during the course of the Activities, any intentional or unintentional damage or injury to persons or property caused in whole or in part by me, and any injury or loss that I myself may suffer.
Initials _____

4. Should WIRED or anyone acting on its behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to release, hold them harmless, and indemnify them for all such fees and costs.

Initials _____

5. I hereby grant to WIRED full authority to take whatever action it considers to be warranted in the case of a medical emergency, and I fully release WIRED from any liability for such decision or actions as may be taken in connection therewith. I authorize WIRED to place me, at my own expense, in a hospital for medical services and treatment if necessary. I also certify that I have adequate medical and other insurance to cover any injury or damage I may cause or suffer while participating in the Activities. Alternatively, I agree to bear the full costs of such injury or damage myself.

Initials _____

6. I certify that I have no medical or physical conditions that could interfere with my safety or the safety of other in the Activities, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

Initials _____

7. I certify that I am qualified to swim in the open ocean. 8. While I am participating in the Activities, I agree that I will follow the instructions and direction of WIRED personnel at all times. I agree that WIRED shall have the right to enforce appropriate standards of conduct, and that it may at any time terminate my participation in the Activities for failure to maintain these standards or for any actions or conduct which WIRED considers to be incompatible with the interest, harmony, comfort and welfare of the Activities and the other students.

Initials _____

9. WIRED reserves the right to make cancellations, substitutions or changes in case of emergency or changed conditions or in the interest of each group. If performance of the Activities must be altered because of weather, strikes, government restrictions or regulations, act of god, or any other like reason, WIRED shall have the right to make such alteration or cancellation of part or all of the Activities as WIRED, in its sole discretion, deems necessary, and that only those funds I have paid to WIRED which have not actually used or committed will be refunded to me. WIRED shall determine the amount of any refund in each individual case, if any, at its sole discretion. I understand and agree that the provisions of this Agreement and Release, rather than the provisions of any other WIRED or University of Hawai'i publication concerning cancellation penalties shall control refunds.

Initials _____

10. If I use my own equipment, such as surfboards or snorkel equipment, I certify that this equipment has been properly maintained, is in good working condition, and that I am competent to use it in a safe and effective manner.

Initials _____

11. If I should ever file a lawsuit against WIRED, its representatives or agents, I agree to do so only in the State of Hawaii. I agree that the substantive law of the State of Hawaii shall apply regardless of any conflict of law rules that might provide otherwise. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

Initials _____

12. I understand and agree that this Agreement and Release will continue throughout my participation in different WIRED Activities. Even if I am only now contemplating limited participation in the Activities, this Agreement and Release will be binding on me for any future WIRED Activities I may participate in as well. Initials _____

13. Photo and Media Permission: The Pacific American Foundation hereby has permission to photograph and videotape or otherwise record and use images of myself and/or my child’s name, voice, and/or likeness, bibliographical identification, and/or work for educational purposes and for publicizing and promoting the Program and its activities. Initials _____

I have had the opportunity to read this entire document. I have read and understood it. I agree to be bound by its terms.

Dated:

(Print) Name of Participant

Signature of Participant or Parent or Guardian

(Print) Name of Parent or Guardian

Signature of Parent or Guardian

PARENT’S OR GUARDIAN’S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

As the Parent(s) or Guardian(s) of _____ (“Minor”), I agree and consent to the terms and conditions set forth above. I release and discharge WIRED, its representatives or agents, and all others acting on their behalf, on behalf of myself, my children, my heirs, assigns, personal representative, and the Minor's estate for the right of the Minor being permitted by WIRED to participate in the Activities and to use WIRED’s equipment and facilities.

I release, hold harmless, and agree to defend and indemnify WIRED, its representatives, agents, directors, officers, volunteers, advisors, and all other persons or entities acting on their behalf from any and all claims brought by, or on behalf of the Minor, and which are in any way connected with such use or participation by the Minor in the Activities, effective this date.

Dated:

(Print) Name of Parent or Guardian

Signature of Parent or Guardian