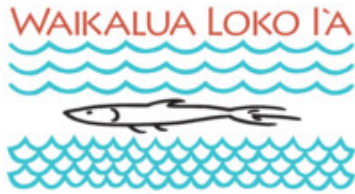


Waikalua Loko I'a Liability Waiver and Release 2021



Waikalua Loko I'a is owned and operated by the Pacific American Foundation Hawaii, Inc. and Pacific American Foundation, a 501(c)(3) nonprofit organization (hereinafter PAF), for educational and charitable activities that benefit the public. We will ask for your signature at the bottom, one form per adult please. List minors' names please.

The undersigned will be attending one or more educational field site visits, community workdays, or other activities during the year 2021 at Waikalua Loko I`a located at 45-231 Kulauli Street in Kane`ohe, Oahu.

For all dates and experiences I/We attend this calendar year, I/we agree to conduct ourselves with great regard for our own and others' safety, and expressly agree to the following:

I. COVID-19 Protocols for all participants

I understand that participation is totally voluntary and that Pacific American Foundation, its representatives, agents and all others acting on their behalf (**hereinafter "PAF Released Parties"**), are not responsible or accountable in the unlikely event I / my child/children contract COVID-19 due to participation activities.

I understand and agree that any face to face activity requires a **DAILY HEALTH SCREENING**.

I have been provided the [COVID Protocol Document](https://thepaf.org/covid) (online at thepaf.org/covid).

Please check that site regularly for updates as COVID PROTOCOLS may CHANGE over time. I understand that any updates to that protocol will be displayed online at <https://thepaf.org/covid>.

Please initial:

II. Assumption of Risk, Release and Waiver

The **PAF Released Parties** (Pacific American Foundation Hawaii, Inc., and Pacific American Foundation and their officers, agents, employees or representatives, docents, volunteers and all others acting on their behalf) do not provide liability insurance, or otherwise indemnify against injuries or any other liabilities arising from our participation in these educational and/or recreational activities.

In consideration of being permitted to participate in these educational and/or recreational activities, I/We expressly and voluntarily assume all risk of property damage, personal injury and/or death during, or which may result from, participation in this event.



I/We hereby release, agree to defend, hold harmless, indemnify and discharge PAF Released Parties from any and all liability claims, demands or causes of action that we may have for injuries and/or damages arising out of our participation in the educational field site visit/community workday, including but not limited to, losses caused by the passive or active negligence of ourselves and/or the PAF Released Parties.

I/We further agree that I/we will not sue or make a claim against PAF Released Parties for any damages and/or other losses sustained as a result of our participation in the educational field site visit.

I/We hereby give permission to use photos of me, my group, or my child during the visit to the fishpond. I understand that the intended purpose of the video or photograph will be used solely for educational purposes. I waive any rights of compensation or ownership thereto.

III. For DOE participants only, the following terms apply:

The STATE shall be responsible for the damages or injury caused by the STATE, STATE's agents, officers, and employees, in the course of their employment to the extent that the STATE's liability for such damage or injury has been determined by a court or otherwise agreed to by the STATE, and the STATE shall pay for such damage and injury to the extent permitted by law.

Pacific American Foundation shall be responsible for damages or injury caused by Pacific American Foundation, Pacific American Foundation's agents, officers, and employees

In the course of their employment to the extent that Pacific American Foundation's liability for such damage or injury has been determined by a court or otherwise agreed to by Pacific American Foundation and the Pacific American Foundation shall pay for such damage and injury to the extent permitted by law.

IV. Signature Section:

I/We have read, understand and agree to THIS ASSUMPTION OF RISK, RELEASE AND WAIVER STATEMENT, AND SIGN THIS STATEMENT OF OUR OWN FREE WILL, WITH FULL KNOWLEDGE OF ITS CONTENTS AND MEANING. If participant is under 18 years of age, the Parent or Legal Guardian is the PERSON LAWFULLY AUTHORIZED TO SIGN for the minor.

I have had the opportunity to read this entire document. I have read and understood it. I agree to be bound by its terms. I hereby AGREE AND CONSENT TO WAIVE AND RELEASE, to relinquish, and to forever discharge PAF Released Parties, and PAF's representatives, agents, and all others acting on their behalf, 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.

PARENT OR GUARDIAN REQUIRED (for all participants under 18 years of age).

I agree and consent to the terms and conditions set forth above. I, signing below, hereby AGREE AND CONSENT TO WAIVE AND RELEASE, to relinquish, and to forever discharge PAF Released Parties (Pacific American Foundation Hawaii, Inc., and Pacific American Foundation and representatives, agents, and all others acting on their behalf), 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.

minor children's names if applicable, one per line please

X _____



Signature Certificate

Document name: Waikalua Loko I'a Liability Waiver and Release 2021

🔒 Unique Document ID: 5ECEFA6A643CEBB9F3F800364FFD107F470D6835

LEGALLY SIGNED USING
WPsignature
Build. Track. Sign Contracts.

Timestamp

April 8, 2019 8:49 am -10

Audit

Waikalua Loko I'a Liability Waiver and Release 2021
Uploaded by Dana Marcus - webmaster@thepaf.org IP
76.103.221.193



This audit trail report provides a detailed record of the online activity and events recorded for this contract.

Page 4 of 4