

## Consent, Waiver, Release and Indemnity Agreement

*To be completed by Covered Program:* (Name, dates and description of Covered Program)

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*To be completed by participant:*

In consideration for my involvement or participation in the Covered Program, I agree to the following on behalf of myself and my heirs, executors, administrators, and personal representatives:

1. **Representation of health.** I hereby acknowledge, agree, and represent that I understand the nature of the Covered Program and that I am in good health and in proper physical, mental, and emotional condition to participate in the Covered Program. If, at any time, I believe the conditions of my participation to be unsafe, I will immediately discontinue further involvement or participation in the Covered Program. I further acknowledge, agree, and represent that in connection with my participation in the Covered Program: (a) I will be covered by a private medical and liability insurance policy, (b) I am not employed by the University of Hawai'i, and (c) the University of Hawai'i will not be responsible for or required to indemnify or defend me with respect to any illness, personal or bodily injury, death, economic and property damage, severe emotional loss, and any other loss, damage, or injury (collectively the "Injuries/Damages") that I may sustain or suffer arising out of or in connection with my involvement or participation in the Covered Program.

2. **Assumption of risk.** I understand and acknowledge the dangers and risks involved in my involvement or participation in the Covered Program which include the "Injuries/Damages". These Injuries/Damages may be caused by my own actions or inactions, the action or inactions of others involving or participating in the Covered Program, and the conditions in which the Covered Program takes place. I acknowledge that there may be other Injuries/Damages either not known to me or not readily foreseeable at this time. I hereby fully accept and assume all risks of the Injuries/Damages resulting from my involvement or participation in the Covered Program. I have read and understood all written materials setting forth the requirements for my participation and I will strictly observe, follow, and comply with all verbal and written instructions, and I will seek clarification and further explanation if I do not understand any of the written materials or verbal instructions.

3. **Waiver and release.** On behalf of myself and my heirs, personal representatives and assigns, I hereby waive, release, and discharge any and all claims, demands, actions, rights, and causes of action on account of any loss, including damage to personal property, personal or bodily injuries, and death, related to, arising from connected with or traceable either directly or indirectly to my involvement or participation in the Covered Program (collectively the "Released Claims").

4. **Indemnify, defend, and hold harmless.** I hereby accept full responsibility for my participation in the Covered Program and I agree to indemnify, defend, and hold harmless the University of Hawai'i, and its past, present and future Board of Regents, officers, employees, agents, and assigns from any and all Released Claims and any and all demands, actions, judgments, injunctions, orders, rulings, directives, penalties, assessments, liens, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs), arising or resulting from or caused by any of my acts or omissions (or by any person whom I am responsible) during, involving, or related to my participation in the Covered Program.

5. **Photo, Video and Sound Recording Release and Consent.** I authorize the University of Hawai'i and its officers, agents, employees, successors, licensees, and assigns to take and use photographs, video, and sound recordings of and/or live stream my participation in the Covered Program, and to use my name, image, likeness, appearance, and voice (collectively the "Recordings"): (a) for any legitimate purpose, including any educational, institutional, scientific, fundraising or informational purposes whatsoever, (b) in perpetuity, (c) on a worldwide basis, (d) without compensation to me, (e) in any manner or media, including use on social media sites and web pages accessible to the general public, and (f) alone or in combination with other Recordings. All right, title, and interest in the Recordings belong solely to the University of Hawai'i. I understand the Covered Program may attract media coverage or be recorded, in whole or in part, for rebroadcast or retransmission, and consent to my inclusion in such media coverage, which may appear in print media, live or replay telecast or broadcast, podcast, and/or through social media and internet postings.

I have read this Consent, Waiver, Release, and Indemnity ("Agreement") and I understand that I am giving up substantial rights, including the right to sue. I acknowledge that I am participating in the Covered Program freely and voluntarily. I agree that:

(a) this Agreement shall be interpreted and enforced in accordance with the laws of the State of Hawai'i and (b) if any portion of the Agreement is deemed or held invalid, the remainder of the Agreement shall continue in full force and effect.

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Signature of Participant

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Print Name

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Date