



HO'OKAHI PU'UWAI FOUNDATION

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Ho'okahi Pu'uwai Foundation, its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as 'HPF'), I hereby agree to release and discharge HPF on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

- 1 I acknowledge that outrigger canoeing, dragon boating and other paddle sports entail known and unanticipated risks, which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. *The risks include, among other things:* boat capsize; tidal conditions and currents; travel in remote areas; collision with objects or other watercraft; prolonged exposure to cold water; hypothermia, accidental drowning; illness in remote areas; exposure to sun, strong wind, cold storms, large waves, eddies and whirlpools, and lightning; aggressive and/or poisonous marine life; wrist, arm, shoulder, and/or back injuries; slips and falls while hiking; and rapidly changing adverse weather and water conditions. Furthermore, HPF has a difficult job to perform. They seek safety, but they are not infallible. They may be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warning of instructions, and the equipment being used might malfunction.
- 2 I expressly agree and promise to accept and assume all of the risks existing for this activity. My participation in this activity is voluntary, and I elect to participate in spite of the risks.
- 3 I hereby voluntarily forever release, discharge, and agree to indemnify and hold harmless HPF from any and all claims, demands, or causes of action (collectively, "Claims"), which are in any way connected with my participation in this activity or my use of HPF's equipment or facilities, including any such Claims which allege negligent acts or omissions of HPF.
- 4 Should HPF, or anyone acting on their behalf be required to incur attorney fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- 5 I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, 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. I also certify that I have recently sought and received a medical examination in order to determine the adequacy of my health to participate in the paddling and relating activities of HPF.
- 6 In the event that I file a lawsuit against HPF, I agree to do so solely in the state of California, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state.
- 7 If any portion of this agreement shall be unenforceable because of its scope, the scope of such portion shall be deemed reduced to the minimum extent possible in order to make such portion enforceable. If any provision of this agreement shall be wholly unenforceable, the remainder of this agreement shall remain in force.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation of HPF paddling and related activities, I may be found by a court of law to have waived my right to maintain a lawsuit against HPF on the basis of any claim from which I have released them herein. I have had the opportunity to read this entire document. I have read it, I understand it, and I agree to be bound by its terms.

I hereby confirm that my address, phone, emergency contact, date of birth, and if I am a minor, my parent's or guardian's phone number, is as set forth on the Northern California Outrigger Canoe Association waiver that I have previously signed and delivered to HPF.

Signature of Participant: _____ Print Name: _____ Date: _____

Address: _____ City: _____ State: _____ ZIP: _____

Phone: _____ Email: _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)

In the consideration of the minor participant whose name appears above, (the "Minor") being permitted by HPF to participate in HPF's paddling and related activities and to use HPF's equipment and facilities, I further agree to indemnify and hold harmless HPF from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or Participation by Minor, and I also agree to all other provisions set forth above in relation to, and on behalf of, Minor.

Signature of Parent or Guardian: _____ Print Name: _____ Date: _____

Address: _____ City: _____ State: _____ ZIP: _____

Phone: _____ Email: _____ Relationship: _____