

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services Hawaii Sports, Inc., their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "HS"), I hereby agree to release, indemnify, and discharge HS, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in Guided Water Sport Activities, Banana Boat Rides, Water Skiing, Tubing, Wake Boarding, Knee Boarding, Waterskiing and other watersport activities entails known and unanticipated risks that 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: slips and falls; collision with fixed or movable objects or other watercraft; boat capsize and entrapment; travel in remote areas; rapidly changing adverse weather and water conditions; water craft are slippery when wet and accidents can occur getting in or out; damage to equipment or personal injury; accidental drowning; crashing; forces of nature including extremes of weather, lightning and rapid weather changes, exposure to sun, strong wind, cold, large waves, eddies and whirlpools, tidal conditions, surf and currents; exposure to temperature and weather extremes which could cause cold water shock, hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; aggressive and/or poisonous marine life; wrist, arm, shoulder, and/or back injuries; consumption of food or drink; improper lifting or carrying; my own physical condition, and the physical exertion associated with this activity. Traveling to and from the pier raises the possibility of any manner of transportation accidents.

Furthermore, HS personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. Additionally, I agree to wear a U.S. Coast Guard approved personal flotation device (life jacket) while participating in these activities.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless HS from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of HS 's equipment or facilities, **including any such claims which allege negligent acts or omissions of HS.**
4. Should HS or anyone acting on their behalf, be required to incur attorney's 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 am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against HS, I agree to do so solely in the state of Hawaii, 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. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against HS on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at HS. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print Name _____ Phone Number _____

Address _____ City _____

State _____ Zip _____ Email _____

Signature of Participant _____ Date _____

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

In consideration of _____ (print minor's name) ("Minor") being permitted by HS to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless HS 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.

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