

Liability Waiver and Release

Warning: Please read this agreement carefully! By agreeing to this Liability Waiver and Release Agreement (the “Agreement”), you will waive certain legal rights in accordance with this Agreement and as provided by law.

Acknowledgement of Risk: I understand and acknowledge on behalf of myself and/or any minor children for whom I am responsible, that certain risks are typically involved with any aquatic activity, including but not limited to collisions, falls, drowning, and equipment failure; that I and/or my minor child may suffer accidents or illnesses in remote places where there are no available medical facilities; and that no warranty of any kind, express or implied, is being made. I also realize that participation in any aquatic activity, including but not limited to surfing, body boarding, paddling boarding, and other related aquatic activities (collectively, “Activities”) can result in personal injury, accidents and/or illness including but not limited to broken bones, head injuries, paralysis, serious injury and/or death, as well as damage to or loss of personal property. I acknowledge on behalf of myself and/or my minor child that I have been fully advised of the dangers inherent in participating in the above-mentioned Activities.

Express Assumption of Risk and Responsibility: In consideration of being able to participate in the Activities, I, for myself and any minor children for whom I am a parent, confirm that I and/or my minor child are physically and mentally capable of participating in full in the Activities. I and/or my minor child participate willingly and voluntarily in the Activities and voluntarily assume full responsibility for personal injury, accidents, or illness including death, as well as damage or loss of personal property. I am aware that there is a risk of negligence by the North Shore Surf Girls, a subsidiary of Bodyboard Productions Inc., (“NSSG/BPI INC.”), the Young Men’s Christian Association of Honolulu (“YMCA”) (collectively, “Released Parties”), and/or each of their officers, directors, agents, employees, agents, volunteers or assigns (collectively, “Agents”), including the failure by the Released Parties and/or their Agents to safeguard or protect me/us from the risks, dangers, and hazards of the Activities. I on behalf of myself and/or my minor child freely accept and fully assume all risks, dangers and hazards associated with participating in the Activities and the possibility of loss, personal injury or death resulting therefrom.

Release: In consideration of participating in the Activities, I, on behalf of myself and/or my minor child, hereby agree as follows:

- 1) To waive any and all claims, liabilities, actions, damages, penalties, suits, costs or expenses of any nature whatsoever, in law or equity (collectively, “Claims”), that I and/or my minor child has or may in the future have against the Released Parties and/or their Agents, and to release the Released Parties and their Agents from any and all Claims that I and/or my minor child may suffer or that my next-of-kin may suffer as a result of my participation in any of the Activities, to the extent provided by law.
- 2) To hold harmless and indemnify the Released Parties and their Agents, from any and all Claims relating to any property damage or personal injury to any third party resulting from my participation in the Activities.

This Liability Waiver and Release Agreement shall be effective and binding upon my heirs, next-of-kin, executors, administrators, assigns and representatives, in the event of my death or incapacity. This Agreement shall be governed by and interpreted solely in accordance with the laws of the State of Hawaii and no other jurisdiction. Any litigation involving the parties to this agreement shall be brought solely within the State of Hawaii.

By signing this Agreement, I acknowledge and represent that: (1) I have read the above waiver and release, understand it, and sign voluntarily; (2) I am over 18 years of age and am of sound mind; (3) I have no known physical or mental condition that would increase the likelihood of serious injury from such participation; and (4) in case of emergency, I give permission to have myself and/or my minor child taken to and treated at the nearest available medical facility.

If the participant is a minor, the undersigned parent or legal guardian warrants and represents that this agreement, its significance and the assumption of risk, has been explained to and understood by the minor child or ward. I hereby declare, under penalty of perjury, that I am the parent or legal guardian of the named participant.

Signature of Participant (or guardian on behalf of minor)

Print Name & Date

Signature of Participant (or guardian on behalf of minor)

Print Name & Date