



## CONSENT, WAIVER, RELEASE AND INDEMNITY AGREEMENT

### ***To be completed by the Project:***

\_\_\_\_\_  
(Project name and description ("Project"), dates, locations and description of activities)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### ***To be completed by participant:***

In consideration for my participation with the Project and its above-described activities (collectively, "Activities"), I agree to the following on behalf of myself and my heirs, executors, administrators, and personal representatives:

1. Representation of health. I understand the nature of the Activities and I represent that I am in good physical, mental, and emotional health and able to participate in the Activities. If, at any time, I believe the conditions of my participation to be unsafe, I will immediately cease further participation in the Activities. I further agree to and represent that in connection with my participation in the Activities: (a) I will be covered by a private medical and liability insurance policy, (b) I am not employed by the Research Corporation of the University of Hawai'i ("RCUH") or the University of Hawai'i (or I am employed by RCUH or the University of Hawai'i but not participating in connection with my employment), and (c) RCUH and 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 in connection with my participation in the Activities.

2. Assumption of risk. I understand and acknowledge the dangers and risks involved in my participation in the Activities, including the Injuries/Damages. These Injuries/Damages may be caused by the actions or inactions of myself or others participating in the Activities and/or the conditions where the Activities occur. I acknowledge that there may be other Injuries/Damages not known to me or not readily foreseeable at this time. I fully accept and assume all risks of the Injuries/Damages resulting from my participation in the Activities. I have read and understood all written materials setting forth the requirements for my participation and I will observe, follow, and comply with all verbal and written instructions from authorized personnel conducting the Activities.

3. Waiver and release. I hereby waive, release, and discharge any and all claims, demands, actions, rights, and causes of action for any and all Injuries/Damages, known or unknown, related to, arising from, or traceable either directly or indirectly to my participation in the Activities (collectively the "Released Claims").

4. Indemnify, defend, and hold harmless. I accept full responsibility for my participation in the Activities and I agree to indemnify, defend, and hold harmless RCUH and its past, present and future



Board of Directors, officers, employees, agents, and assigns, and 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, directives, penalties, assessments, liens, liabilities, losses, damages, costs, and expenses (including attorneys' fees), arising or resulting from or caused by any of my acts or omissions (or by any person for whom I am responsible) during, involving, or related to my participation in the Activities.

5. Medical Consent. I consent to, and authorize any medical professional and others working under their supervision to provide medical treatment or care to me for any injury or illness arising from or related to my involvement or participation in the Activities and agree to pay any and all medical expenses, costs and other charges, and to release, discharge, indemnify, defend, and hold harmless RCUH and its past, present and future Board of Directors, officers, employees, agents, and assigns, and the University of Hawai'i and its past, present and future Board of Regents, officers, employees, agents, and assigns, from and against any and all liability, claims, demands or actions arising from or connected with such medical treatment or care. I give permission to RCUH and the University of Hawai'i to undertake any emergency/urgent treatment or medical care for me that may be deemed necessary for my health. Also, if my hospitalization is deemed to be medically necessary, I give permission for my hospitalization. I understand and consent to medical treatment by emergency medical services ("EMS") personnel and other licensed medical personnel, whether EMS personnel or the other licensed medical personnel are available onsite during the Activities or requested to come to the site of the Activities.

6. Photo, Video and Sound Recording Release and Consent. I authorize RCUH and its officers, agents, employees, successors, licensees, and assigns, and 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 Activities, 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, (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 to RCUH and/or the University of Hawai'i. I understand the Activities may attract media coverage or be recorded, in whole or in part, for rebroadcast or retransmission, and I 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 ("Agreement") and I understand that I am giving up substantial rights, including the right to sue. I am participating in the Activities freely and voluntarily. I agree that: (a) the laws of the State of Hawai'i shall apply to this Agreement, and (b) if any portion of the Agreement is invalid, the remainder of the Agreement shall continue in full force and effect.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date