

RELEASE AND WAIVER OF LIABILITY AGREEMENT

I, _____ (“Participant”), acknowledge that I have voluntarily applied to participate in the following activities at the **Kihei Community Keiki Club**: (“KCKC”):

Physical Education, Art, Science, Music and Drama.

I AM AWARE THAT THESE ACTIVITIES ARE CAN BE HAZARDOUS ACTIVITIES AND THAT I COULD BE SERIOUSLY INJURED OR EVEN KILLED. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED, AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.

I verify this statement by placing my initials here: _____
Parent or Guardian’s initials (if under 18): _____

As consideration for being permitted by the Kihei Community Keiki Club, the State of Hawaii (“State”), the County of Maui(the “County”), and any lessor of the KCKC premises (“Lessor”), to participate in these activities and use the KCKC premises and facilities, **I forever release the KCKC, the State, the County, the Lessor, any KCKC affiliated organization, and their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”)** from any and all actions, claims, or demands that **I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts, whether directly connected to these activities or not, and however caused, by any Releasee, or (iii) the condition of the premises where these activities occur, whether or not I am then participating in the activities.** I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE KCKC, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.

If Signed by Parent or Guardian: I verify that the dangers of the activities and the significance of this Release and Waiver were explained to the Participant and that the Participant understood them.

Executed at _____, Hawaii on _____, 20____.

PARTICIPANT/RELEASOR

PARENT OR GUARDIAN

Signature _____

Signature _____

Address: _____

Address: _____

IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.