ASSUMPTION OF RISK, RELEASE, AND INDEMNIFICATION AGREEMENT

[NOTE: For the purposes of this Agreement, the term "I" refers to both Parent/Legal Guardian and Student.]

Activity: Ka Hikina O Ka La Workshops    Location: To Be Determined

I, ________________________________, understand that I will be participating in the above-described activity on _____AY 2015-2016____ at _____Ka Hikina O Ka La Program Activities____.

I understand that there are inherent dangers and risks involved with participation in this activity and transportation to and from this activity, including, but not limited to: scratches, bruises, sprains, eye injury, joint or back injuries, and concussions. I agree to strictly follow all safety procedures and guidelines. I am fully aware that there are inherent risks of injury that include, but are not limited to, illness, personal injury, or death.

I understand that the University of Hawai‘i does not provide health insurance or otherwise indemnify individuals with respect to injuries or other liabilities arising out of participation in the field trip/activity.

In consideration of the Student being permitted to participate in the activity:

I agree, for myself, my heirs, personal representatives and assigns, to hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the Research Corporation of the University of Hawai‘i, the University of Hawai‘i, its Board of Regents, officers, employees and agents from any and all claims, including, but not limited to, claims for property damage, personal injury, illness, or death, arising from my involvement or participation in the activity.

I also agree to DEFEND, INDEMNIFY AND HOLD HARMLESS the Research Corporation of the University of Hawai‘i, the University of Hawai‘i, its Board of Regents, officers, agents and employees from and against any and all claims, demands, actions or causes of action, on account of any loss, including damage to personal property, or personal injury or death, which arise out of my involvement or participation in the activity.

I also agree that this Agreement shall be construed in accordance with the laws of the State of Hawai‘i. I further agree that if any portion is held invalid, the remainder will continue in full legal force and effect.

I have read this Assumption of Risk, Release and Indemnity Agreement and I understand that I am giving up substantial rights, including the right to sue. I acknowledge that I am signing this Agreement freely and voluntarily.

STUDENT ACKNOWLEDGEMENT

(Parent/Legal Guardian Acknowledgement

Student Signature    Date    Parent/Legal Guardian Signature    Date

Print Name    Print Name