



RELEASE OF LIABILITY WAIVER

Coverage Term 01/01/2021-12/31/2022

CHECK ONE:

Club member:

Guest Paddler:

Guest Participation Date: _____

In consideration of being allowed to participate in any way in this sports activity, related events and activities, the undersigned acknowledges, appreciates, and agrees that: The risk of injury from the activities involved in this sport is significant, including the potential for permanent paralysis and death; and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, even if arising from negligence of the releasees or others and assume full responsibility for my participation; and, I willingly agree to comply with the stated and customary terms and conditions for participation.

If, however, I observe any unusual or significant hazard during my presence or participation, or have a medical condition or illness that may affect my ability to participate fully or risk others health and wellness I will remove myself from participation and bring such hazard to the attention of the nearest official or club leader immediately; and, I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS: PADDLESORT RISK MANAGEMENT, LLC; KIHEI CANOE CLUB ; STATE OF HAWAII DLNR/DOBOR; MILOWAI CONDOMINIUMS AND ITS OWNERS; MP WEST, LLC a Delaware Limited Liability Company; ST TERESA'S CHURCH; ATC MAKENA HOTEL LLC, their officers & directors, officials, agents, and/or employees, other participants, sponsoring agencies, commissions, sponsors, advertisers, volunteers, coaches, steerers, and, if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

I also acknowledge that photographs and video may be taken of me in my participation in, and attendance at this event, and hereby freely agree to allow without restriction all uses of such photos and videos in the reporting of this club or race, and/or in the promotion of this club or event, its location, other sporting events, sport in general, and/or related purposes. I further agree to the release of photographic and video media.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Address: _____
(Participant/Member Name: PLEASE PRINT) City, St, Zip: _____
Signature: _____ Date: _____ Phone: _____
Email: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION) This is to certify that I, as parent/legal guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above, of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law. I further agree to the photographic and video release set forth above.

Participant Date of Birth (if under 18): _____

Parent/Legal Guardian Name & Address: (PLEASE PRINT) _____

Address: _____ Emergency Contact # _____

Email: _____

Signature of Parent/Legal Guardian: _____ Date: _____