

KAI MAKANA

Release and Waiver of Liability and Indemnity Agreement

I. Recitals

A. INTRODUCTION: Thank you for your involvement with Kai Makana. Kai Makana's concern is for the ocean and coastal environment as well as the safety and health and welfare of each of its participants and volunteers. Unfortunately, we cannot proceed forward with Kai Makana sponsored activities without completion of this Agreement.

This Agreement pertains to: _____
Name of participant

A. OUTDOOR ACTIVITIES: Outdoor activities in which Kai Makana and its partners engage are of educational and developmental value. Physical exertion and agility is often called for. Outdoor activities include but are not limited to hiking, trekking, climbing, lifting, carrying, wading in water, transportation to and from such outdoor activities, and exposure to the elements during participation in such outdoor activities. Participation in any such activity requires accepting risk of accidental injury or harm. While in most cases these will be relatively minor, participants and their parents should be aware that there is also a risk that the injury or harm could be more serious. While Kai Makana is very concerned with the safety of its participants we all know that those risks will always exist.

B. SCIENTIFIC AND DATA GATHERING PROJECTS: Kai Makana also engages in certain scientific and data-gathering projects, consistent with its mission to care for the environment. These scientific and data-gathering projects may involve but are not limited to the activities described and recited above as outdoor activities, and may also involve the handling of specialized scientific equipment and chemicals, substances, and/or mixtures. While these scientific and data gathering projects are intended to be undertaken by participants only after proper instruction on methods and procedures, participants' safety cannot be guaranteed. Participation in such scientific and data-gathering projects requires accepting risk of accidental injury or other harm. While in most cases these will be relatively minor, participants and their parents should be aware that there is also a risk that the injury could be more serious. While Kai Makana is very concerned with the safety of its participants we all know that those risks will always exist.

II. Agreement

A. PARTICIPATION IN OUTDOOR ACTIVITIES AND SCIENTIFIC AND DATA-GATHERING PROJECTS

In consideration of the Participant being permitted to participate in the outdoor activities and scientific and data gathering projects organized by Kai Makana, Mokauea Fishing Village Association and its partners, the Participant and/or undersigned hereby assumes all risks of such participation and hereby releases, waives and forever discharges Kai Makana, Mokauea fishing Association and its partners, and other personnel who may be considered agents of Kai Makana from any and all actions, causes of action, suits in law or equity, liabilities, claims, or demands whatsoever for any injuries, losses, death, or damages of whatsoever kind or nature arising out of or incident to participation in said outdoor activities and scientific and data-gathering projects.

It is also understood that Kai Makana, Mokauea Fishing Village Association and its partners may, in case of accident or sudden illness, render first aid as deemed reasonably necessary under the circumstances. In consideration of the Participant being allowed to participate in such outdoor activities and scientific and data-gathering projects and being provided with such first aid, the Participant and/or the undersigned, hereby assumes all risks of such first aid, service or treatment and hereby further releases, waives and forever discharges Kai Makana, Mokauea Fishing Village Association and its partners from any and all actions, causes of actions, suits at law or equity, liabilities, claims or demands for injuries, losses, death or damages or whatsoever kind of nature arising out of or incident to such first aid, treatment or service rendered.

The Participant and/or the undersigned hereby agrees to indemnify and save and hold harmless Kai Makana, Mokauea Fishing Village Association and its partners from any loss, liability, damage or costs (including reasonable attorney's fees) that Kai Makana, Mokauea Fishing Association and its partners may incur as a result of my participation in such outdoor activities and scientific or data-gathering projects, or in connection with my being provided with such first aid, treatment or service all as described above.

B. ACKNOWLEDGMENT

The undersigned hereby agrees that he/she has read this Release and Waiver of Liability and Indemnity Agreement and fully understands its contents. The undersigned hereby represents and warrants that he/she is competent to execute this Agreement individually. The undersigned is aware that this is a waiver, a release of liability contract and an indemnity contract between Kai Makana, Mokauea Fishing Association and its partners and the undersigned and/or the Participant.

If the undersigned is signing for or on behalf of a minor participant it is further hereby agreed that the undersigned represents and warrants that he/she has full actual and apparent authority to execute this Agreement individually and for or on behalf of the minor participant.

UNDERSTOOD AND SO AGREED.

Signature

Date

Printed name

Relationship to Participant if not self

Address

(H) Telephone: _____

(W) Telephone: _____