

Honolulu Ekiden Foundation
LIABILITY WAIVER, RELEASE, ASSUMPTION OF RISK, INDEMNIFICATION AGREEMENT,
CONSENT REGARDING MEDICAL TREATMENT & PHOTOGRAPHS
Volunteer

Name of Event: Honolulu Ekiden & Music 2019

Event Date: May 19, 2019

Volunteer Information

First Name: _____ **M.I.** _____ **Last Name:** _____

Address: _____

Age: _____ **Gender:** _____ **Emergency Phone Number:** _____

In consideration of my and/or my minor child or ward being permitted to volunteer or otherwise assist in the above-referenced Honolulu Ekiden & Music 2019 event and any related activities, including but not limited to distribution of event information to neighborhoods prior to the event, set-up and breakdown of relay stations (collectively "the Event"), I hereby attest that, after reading this Document completely and carefully, I understand and acknowledge that my and/or my child or ward's participation in the Event is entirely voluntary, and I further understand and agree as follows:

I understand that volunteering to assist with the Event is a potentially hazardous activity and can result in serious injury or death. I am aware of and I expressly assume all inherent and other risks associated with me and/or my child or ward volunteering in this event, including, but not limited to, falls, contact with other volunteers, participants, pedestrians, spectators or other persons, property, equipment, facilities, vehicles and/or other objects, the effects of weather, including high heat and humidity, traffic, and the conditions of the road.

I certify that I am, and/or my child or ward is, physically fit and that I have not been advised otherwise by a qualified medical person. I have no knowledge or reason to know of any physical or mental limitations, conditions or other restrictions that would make any activities inadvisable for me and/or my child or ward to safely volunteer in the Event. I further certify that I have, and/or my child or ward has, the required skill level to volunteer in the Event and that I have, and/or my child or ward has, received the necessary instruction to participate in the Event safely.

I hereby consent to receive and/or authorize my child or ward to receive medical treatment, which may be deemed advisable in the event of injury, accident and/or illness during this Event or relating to my and/or my child or ward's volunteer participation in the Event, but acknowledge that the Released Parties, as defined below, shall have no duty, obligation or liability arising out of the provision of, or failure to provide, medical treatment.

I acknowledge that this Document will be used by the event holders, sponsors, organizers, and others, and that it will govern my actions and responsibilities, and/or those of my child or ward, at the event and related activities.

In consideration of my and/or my child or ward’s application and permitting me and/or my child or ward to volunteer in this event, I hereby take action for myself and/or my child or ward, my executors, administrators, heirs, relatives, family members, dependents, next of kin, successors, assigns and anyone asserting claims by or through me and/or my child or ward as follows: (A) I Waive, Release and Discharge from any and all liability for my and/or my child or ward’s death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter occur to me and/or my child or ward, arising out of my and/or my child or ward’s assisting in, volunteering, or otherwise participating in the Event, including my and/or my child or ward’s traveling to and from the Event, THE FOLLOWING ENTITIES OR PERSONS: City and County of Honolulu, State of Hawai’i, Honolulu Ekiden Foundation, event sponsors, holders, directors, volunteers, as well as their directors, officers, employees representatives, and agents (“Released Parties”); (B) I agree to Indemnify, Defend and Hold Harmless the Released Parties from any and all liabilities or claims made as a result of my and/or my child or ward’s participation in this event, whether caused by the negligence of the Released Parties or otherwise.

I understand that at this Event or related activities, I and/or my child or ward may be photographed, videotaped, filmed and/or otherwise recorded. I agree to allow my and/or my child or ward’s photograph, video or film likeness and voice to be used by the event holders, producers, sponsors, organizers, representatives and/or assigns in their sole discretion without payment.

I understand that Honolulu Ekiden Foundation expects its volunteers to conduct themselves in an appropriate manner during the Event, and that the Honolulu Ekiden Foundation reserves the right, in its sole and complete discretion, to prohibit any person from volunteering or otherwise participating in the Event .

This Document shall be construed broadly to provide a waiver, release, assumption of risk, indemnification and consent to the maximum extent permissible under the applicable laws of the State of Hawai’i. If any portion of this Document shall be declared unenforceable, that portion shall be considered severed and the remainder of the Document shall be valid and enforceable. I hereby certify that I have read this document and I understand its content.

PLEASE PRINT Participant’s Name Age Signature of participant Date

PARENT GUARDIAN WAIVER FOR MINORS (Under 18 years old)
 The undersigned parent and natural guardian or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to the terms stated in this Document and further agrees to waive liability, release, save and hold harmless, defend and indemnify Released Parties from all liability, loss, cost, claim or damage whatsoever which may be imposed upon Released Parties because of any defect in or lack of such capacity to so act.

PLEASE PRINT Parent or Guardian Name Signature of Parents or Guardian Date