## FRIENDS OF KAMALANI & LYDGATE PARK

# Waiver, Release of Liability & Photo Release

### Activity: Beach Cleanup Program Activities

In consideration of my participation in the aforementioned event (the "Activity") hosted by Friends of Kamalani & Lydgate Park, and intending to be legally bound, I, the undersigned, ("Participant") acknowledge, understand and agree that:

## Acknowledgment of Risk

There are risks, inherent or otherwise, in attending or participating in the Activity and being present at or using any associated facilities or sites ("Risks"). I have full knowledge and understanding of the Risks associated with the Activity, which may include, but are in no way limited to: personal injuries, illness (including exposure to and infection with viruses or bacteria), or possibly death or other serious harm to me or others. These Risks include potential exposure to and possible infection with COVID-19 (SARS-CoV-2). COVID-19 is an extremely contagious virus that spreads easily through person-to-person contact, including through touching objects, surfaces, breathing, coughing and interacting with other individuals. I understand and acknowledge that COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Attending or participating in the Activity could increase the risk of contracting COVID-19. Friends of Kamalani & Lydgate Park in no way warrants that COVID-19 infection will not occur by attending or participating in the Activity. All participants should seek medical advice concerning safe participation in the Activity. I have full knowledge of the nature and extent of the Risks in connection with attending or participating in the Activity and being present at or using any of the associated facilities or sites, and knowingly and voluntarily assume those Risks. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, illness, death or other harm, sustained in connection with or in any way related to my or my child's attendance at or participation in the Activity. While these terms and conditions are intended to protect my health and safety and minimize the spread of COVID-19, I acknowledge and understand there are still risks involved and am not relying on any promises or representations by or on behalf of Friends of Kamalani & Lydgate Park about those risks or the safety of the Activity.

## Representations and Acknowledgements

During the Activity, I willingly agree to abide by all of Friends of Kamalani & Lydgate Park rules, policies, instructions, terms and conditions for participation, and any legal requirements and guidelines relating to COVID-19, including, but not limited to, those relating to observing social distancing, using masks and face coverings, hand washing and other hygiene-related best practices. I agree that I, or my child, will not attend or participate in the Activity if exhibiting, or in close contact with anyone exhibiting, any symptoms of COVID-19 in the 14 days before the Activity. I further certify that I am in good health and have no conditions or impairments which would preclude my or other's safe participation in the Activity.

## Release, Indemnification & Covenant Not to Sue

In consideration of my or my child's attendance at or participation in the Activity, I voluntarily agree and, on behalf of myself and my family members, my heirs, next of kin, representatives, executors, administrators, and assigns (collectively, the "Releasing Parties"), HEREBY DO RELEASE, COVENANT NOT TO SUE AND FOREVER DISCHARGE, Friends of Kamalani & Lydgate Park, its officers, directors, employees, volunteers, agents, representatives, insurers and affiliates (collectively, "Released Parties") from any causes of action, claims, or demands, damages, losses, or liabilities (including, without limitation, any costs and attorneys' fees) of any nature whatsoever including claims of ordinary negligence, ("Claims"), which the Releasing Parties may have now or in the future against Released Parties on account of personal injury (including illness from communicable diseases such as COVID-19), property damage, death or accidents of any kind, arising out of or in any way related to my or my child's attendance at or participation in the Activity. I acknowledge and agree that this agreement is intended to be a general release of and bar to all Claims arising out of or attributable to the Activity, including those unknown to me, or which I do not suspect to exist at this time.

> *A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."*

Releasing Parties hereby expressly, knowingly and intentionally waive, on behalf or myself and/or my child, any and all rights, benefits, and of any other state or federal statute or common law principle limiting the scope of a general release. In consideration of my or my child's attendance at or participation in the Activity, I agree, on behalf of myself and the Releasing Parties, to INDEMNIFY AND HOLD HARMLESS the Released Parties from any and all Claims, to the fullest extent of the law, arising out of or in any way related to my or my child's presence at or participation in the Activity.

## Photo Release

Additionally, by participating in this Activity and signing this waiver I consent to Friends of Kamalani & Lydgate Park creation and use of my name, image, likeness, voice, and the like, in any and all media, currently in existence or hereafter created, including but not limited to print, radio, video, broadcast, internet, and collateral materials, such as in-house and trade publications, magazines, and news releases, for any and all uses, including but not limited to advertising, publicity, and promotional purposes, worldwide in perpetuity, without further payment or consideration, and agree to release and hold harmless Friends of Kamalani & Lydgate Park in connection with said creation and use. If signing as a parent or guardian of a participant under the age of 18, by signing this waiver, I hereby consent to Friends of Kamalani & Lydgate Park creation and use of my minor child(ren)'s, for which I am the parent, legal guardian, or otherwise responsible for, name, image, likeness, voice, and the like, in any and all media, currently in existence or hereafter created, including but not limited to print, radio, video, broadcast, internet, and collateral materials, such as in-house and trade publications, magazines and news releases, for any all uses, including but not limited to advertising, publicity, and promotional purposes, worldwide in perpetuity, without further payment or consideration, and agree to release and hold harmless Friends of Kamalani & Lydgate Park in connection with said creation and use.

## Enforceability

The law of the State of Hawaii governs the terms and enforceability of this agreement. If any term or provision in this agreement is held invalid, illegal or unenforceable, in whole or in part, such term or provision shall be excluded from the agreement and the remainder of the agreement shall remain in full force and effect.

**BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ, FULLY UNDERSTAND AND AGREE TO THE TERMS OF THIS AGREEMENT, INCLUDING MY ASSUMPTION OF RISK AND GIVING UP CERTAIN LEGAL RIGHTS, AND CERTIFY THAT I AM SIGNING THIS AGREEMENT OF MY OWN FREE WILL.**

## Participant Signature

Participant Name (Printed) _____ Date _____

Participant Signature _____

## For Participants Under the Age of 18

Minor Child(ren) Name(s) _____

Parent / Guardian Name (Printed) _____ Date _____

Parent / Guardian Signature _____

*To sign electronically: open this PDF in Adobe Acrobat, Preview, or your web browser, click each field, and type your name, signature, and date. Save the completed form to keep a signed copy.*