PARENT/LEGAL GUARDIAN - CONSENT, WAIVER, RELEASE AND INDEMNITY AGREEMENT

Minors – General UH Volunteer Activities

Covered Program*:* The following shall be included in and defined as part of the "***Covered Program***":

Participation as a volunteer at the following events: Waikiki Aquarium Cleanup (collectively the "***Events***") scheduled to occur at the following dates: 7/12/2025 ("***Event Dates***") at the following locations and facilities: Waikiki Aquarium and Oahu Parks/Beaches (collectively the "***Event Facilities***") and involving the following activities: Volunteering/participating in the Waikiki Aquarium cleanup (collectively the "***Volunteer Activities***"). The Volunteer Activities may require vigorous physical, emotional and/or mental effort and exertion and may be taxing and result in discomfort, injury, or in rare situations, even death. In participating in the Volunteer Activities, all participants shall comply with any instructions given, issued or communicated by University of Hawai'i personnel

To be completed by parent/legal guardian:

In consideration for my child's participation in the Covered Program, including the Volunteer Activities, I agree to the following on behalf of myself, my child, and our heirs, executors, administrators, and personal representatives:

1. Representation of health. I understand the nature of the Covered Program and I represent that my child is in good physical, mental, and emotional health, have disclosed to the University of Hawai'i any medical, physical, mental or emotional condition that could affect my child's participation in the Covered Program, including the Volunteer Activities, and able to participate in the Covered Program, including the Volunteer Activities. If, at any time, I believe the conditions of my child's participation to be unsafe, I will immediately require my child to cease further participation in the Covered Program, including the Volunteer Activities. I further agree to and represent that in connection with my child's participation in the Covered Program, including the Volunteer Activities: (a) my child will be covered by a private medical, health, and/or liability insurance policy and if my child is not covered by such insurance policies, I acknowledge and agree that any injury or medical condition that my child and I may sustain or suffer and any injury or medical condition my child or I may cause in connection with my child's participation in the Covered Program will not be covered by any insurance policies held or obtained by the University of Hawai'i, (b) my child is not employed by the University of Hawai'i (or my child is employed by the University of Hawaii but is not participating in connection with my child's employment), and (c) the University of Hawai'i will not be responsible for or required to indemnify or defend my child or me with respect to any illness, personal or bodily injury, death, economic and property damage, severe emotional loss, and any other loss, damage, or injury (collectively the ***"Injuries/Damages***") that I or my child may sustain or suffer in connection with my participation in the Covered Program, including the Volunteer Activities.

2. Assumption of risk. I understand and acknowledge the dangers and risks involved in my child's participation in the Covered Program, including the Injuries/Damages, and specifically Injuries/Damages arising from arising from the Volunteer Activities. These Injuries/Damages may be caused by actions or inactions of my child or others participating in the Covered Program and the Volunteer Activities and/or the conditions where the Covered Program and the Volunteer Activities occur, such as the Event Facilities. I acknowledge that there may be other Injuries/Damages not known to me or not readily foreseeable at this time. I fully accept and assume all risks of the Injuries/Damages resulting from my child's participation in the Covered Program, including the Volunteer Activities. I have read and understood all written materials setting forth the requirements for my child's participation and I have instructed my child to observe, follow, and comply with all verbal and written instructions from University of Hawai'i personnel.

3. Waiver and release. I hereby waive, release, and discharge the University of Hawai'i from any and all claims, demands, actions, rights, and causes of action for any and all Injuries/Damages, known or unknown, related to, arising from, or traceable either directly or indirectly to my child's participation in the Covered Program, including the Volunteer Activities (collectively the "***Released Claims***").

4. Indemnify, defend, and hold harmless. I accept full responsibility for my child's participation in the Covered Program, including the Volunteer Activities, and I agree to indemnify, defend, and hold harmless the University of Hawai'i, and its past, present and future governing board members, directors, regents, trustees, officers, employees, agents, and assigns from any and all Released Claims and any and all demands, actions, judgments, injunctions, orders, directives, penalties, assessments, liens, liabilities, losses, damages, costs, and expenses (including attorneys' fees), arising or resulting from or caused by any acts or omissions of my child or myself (or by any person for whom I

am responsible) during, involving, or related to my child's participation in the Covered Program, including the Volunteer Activities.

5. Medical Consent. I consent to, and authorize any medical professional and others working under their supervision to provide medical treatment or care to my child for any injury or illness arising from or related to my child's participation in the Covered Program, including the Volunteer Activities, and agree to pay any and all medical expenses, costs and other charges, and to release, discharge, indemnify, defend, and hold harmless the University of Hawai'i, and its governing board members, directors, regents, trustees, officers, employees, agents and assigns from and against any and all liability, claims, demands or actions arising from or connected with such medical treatment or care. I give permission to the University of Hawai'i to undertake any emergency/urgent treatment or medical care for my child that may be deemed necessary for my child's health. Also, if my child's hospitalization is deemed to be medically necessary, I give permission for my child's hospitalization. I understand and consent to medical treatment of my child by the City and County of Honolulu Emergency Medical Services ("***EMS***") and other licensed medical personnel, whether EMS personnel or the other licensed medical personnel are available onsite at the Event Facilities during the Events or requested to come to the Event Facilities.

6. Photo, Video and Sound Recording Release and Consent. I authorize the University of Hawai'i and its officers, agents, employees, successors, licensees, and assigns to take and use photographs, video, and sound recordings of and/or live stream my child's participation in the Covered Program, including the Volunteer Activities, and to use my child's name, image, likeness, appearance, and voice (collectively the "***Recordings***"): (a) for any legitimate purpose, including any educational, institutional, scientific, fundraising or informational purposes, (b) in perpetuity, (c) on a worldwide basis, (d) without compensation to my child or myself, (e) in any manner or media, including use on social media sites and web pages accessible to the general public, and (f) alone or in combination with other Recordings. All right, title, and interest in the Recordings belong solely to the University of Hawai'i. I understand the Covered Program, including the Volunteer Activities, may attract media coverage or be recorded, in whole or in part, for rebroadcast or retransmission, and I consent to my inclusion in such media coverage, which may appear in print media, live or replay telecast or broadcast, podcast, and/or through social media and internet postings.

I have read this Consent, Waiver, Release, and Indemnity ("***Agreement***") and I understand that I am giving up substantial rights for my child and myself, including the right to sue. My child is participating in the Covered Program, including the Volunteer Activities, freely and voluntarily. I, for myself and my child, agree that: (a) the laws of the State of Hawai'i shall apply to this Agreement and (b) if any portion of the Agreement is invalid, the remainder of the Agreement shall continue in full force and effect.

Signature of Minor Participant	Print Name	Date
Signature of Parent/Legal Guardian	Print Name	Date
Signature of Parent/Legal Guardian	Print Name	Date

(Co-signature of parent/legal guardian is required if Participant is under 18 years of age)
(If parents are divorced, both parents must sign this Agreement.)
(If signed by more than one Parent/Legal Guardian, all Parents/Legal Guardians will be covered by the terms "me", "myself," and "I")

Time In: _____

Time Out: _____