

CONSENT, WAIVER, RELEASE AND INDEMNITY AGREEMENT

Adult Participants – General UH Volunteer Activities

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

Participation as a volunteer at the following events: _____ (collectively the “**Events**”) scheduled to occur at the following dates: _____ (“**Event Dates**”) at the following locations and facilities: _____ (collectively the “**Event Facilities**”) and involving the following activities: _____ (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 participant:

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

1. Representation of health. I understand the nature of the Covered Program and the Volunteer Activities and I represent that I am 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 participation in the Covered Program and the Volunteer Activities, and am able to participate in the Covered Program, including the Volunteer Activities. If, at any time, I believe the conditions of my participation to be unsafe, I will immediately cease further participation in the Covered Program, including the Volunteer Activities. I further agree to and represent that in connection with my participation in the Covered Program and the Volunteer Activities: (a) I will be covered by a private medical, health, and/or liability insurance policy and if I am not covered by such insurance policies, I acknowledge and agree that any injury or medical condition that I may sustain or suffer and any injury or medical condition I may cause in connection with my participation in the Covered Program, including the Volunteer Activities, will not be covered by any insurance policies held or obtained by the University of Hawai‘i, (b) I am not employed by the University of Hawai‘i (or if I am employed by the University of Hawai‘i, I am not participating in connection with my employment), and (c) the University of Hawai‘i will not be responsible for or required to indemnify or defend 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 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 participation in the Covered Program and the Volunteer Activities, including the Injuries/Damages and specifically Injuries/Damages arising from the Volunteer Activities. These Injuries/Damages may be caused by actions or inactions of myself or others participating in the Covered Program, the Volunteer Activities, and/or the conditions where the Covered Program and/or 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 participation in the Covered Program, including the Volunteer Activities. I have read and understood all written materials setting forth the requirements for my participation and I will observe, follow, and comply with all verbal and written instructions from authorized 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 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 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 of my acts or omissions (or by any person for whom I am responsible) during, involving, or related to my 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 me for any injury or illness arising from or related to my 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 me that may be deemed necessary for my health. Also, if my hospitalization is deemed to be medically necessary, I give permission for my hospitalization. I understand and consent to medical treatment 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 participation in the Covered Program, including the Volunteer Activities, and to use my 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 me, (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, including the right to sue. I am participating in the Covered Program, including the Volunteer Activities, freely and voluntarily. I 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 Participant

Print Name

Date

Time In: _____

Time Out: _____