

Hawaii Sand Soccer "AIRBALL" Release Waiver

CAUTION. THIS IS A RELEASE. READ BEFORE SIGNING.

RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

In exchange for Hawaii Sand Soccer, permitting the Participant, _____, to use the equipment of Hawaii Sand Soccer, I hereby agree to release, indemnify and discharge Hawaii Sand Soccer, the City of Honolulu, all agents, members, owners, shareholders, directors, employees, volunteers, manufacturers, other participants, affiliates, subsidiaries and all other related entities, successors and assigns, (cumulatively referred to as "Released Persons") on behalf of myself, the Participant or Minor Participant, my spouse, my domestic partner, my children, my family members, heirs, assignees, assignors, representatives, trustees, executors, and anyone acting on my behalf or on behalf of my estate as follows:

- 1) I acknowledge and agree that my participation entails known and unknown risks that may result in serious physical injury, emotional injury, death, or damages to me, my property or to third persons and third persons' property. I fully understand that there are known and unknown risks that cannot be reasonably eliminated from the activities that I voluntarily agree to participate in, to include but not limited to using the AirBall court and trampolines.
- 2) Some of the risks resulting from my voluntary participation include, but are in no way limited to, scrapes, cuts, bruises, serious injury to one's person, sprains, breaks, muscle injuries, harm caused by medical conditions (identified in paragraph 5 hereunder), acts and omissions of other persons and other participants, and other serious injuries that have been suffered by previous participants as well as injuries that have not yet been sustained by previous participants. I fully understand and accept these risks as well as any risks that are unknown to me upon the signing of this Agreement that may result in medical assistance, medical expenses, and medical emergencies.
- 3) I certify and promise that I have adequate insurance to cover any injury or damage that may be caused by my participation and suffered upon my person, my property or other persons. I agree to pay the entire costs associated with injury to or damage to myself, my property or other persons and their respective property. I agree to hold harmless and indemnify the Released Persons for all costs associated with injury to or damage to myself, my property or other persons and their respective property.
- 4) I fully acknowledge and understand that the employees of the Released Persons may be negligent and reckless in supervising and maintaining equipment and facilities owned and operated by the Released Persons. I fully understand and accept the risk associated with employees' negligence and recklessness that may or may not occur in the monitoring, supervising, and maintenance of the equipment and facilities owned and operated by the Released Persons.
- 5) I fully understand that the Released Persons lack knowledge of my medical and physical condition which may or may not result in an injury to myself or other persons and voluntarily assume the risk associated with my own medical and physical conditions.
- 6) I voluntarily accept all obligations relating to all attorney fees incurred by the Released Persons in defending or enforcing the terms of this Agreement that are in any way related to my participation.
- 7) If I, or a representative on my behalf, file a claim or any legal action against the Released Persons, I agree that the substantive law and procedural law of the State of Hawaii shall apply in that action regardless of the conflict that may result from the laws of any other state. I agree that if any portion of this Agreement is found to be unenforceable or void for any reason, the remaining portions shall remain in full force and effect.
- 8) I agree to allow all Released Persons to photograph and otherwise record my participation for all purposes including advertising in any manner and in all media, without restriction, to include but not limited to world wide web sites relating to the Company and my participation, and I voluntarily waive any right to inspect or approve the photograph or the use thereof without compensation. I agree that all photographs and recordings are the exclusive property of the Released Persons and that I waive all right to inspect and approve the use of the photographs and recordings.
- 9) I agree that if the Participant is a minor, as determined by Hawaii state law, this Release of Liability and Assumption of Risk Agreement is made on behalf of that minor Participant and the releases, waivers and promises contained herein are binding on the minor Participant and that I have full authority as a parent or legal guardian to bind the minor Participant to this Agreement without limitation.

Participant/Guardian Initials _____

10)

I voluntarily release, discharge and agree to defend, indemnify and hold harmless the Released Persons from any and all claims, demands, causes of action, lawsuits or any other legal proceeding which are in any way connected to or related to my participation and the participation of minor participates in the use of the facilities and grounds owned and operated by the Released Persons, including all claims that allege negligent or reckless acts and omissions of the Released Persons and all claims which allege negligent or reckless acts or omissions of other persons.

11) I agree that if the Participant is a minor that I shall defend, indemnify and hold harmless the Released Persons from any and all claims, lawsuits, or any other legal actions relating to property or personal injury brought by or on behalf of the minor and are in any way related to or connected to the minor's participation.

12) Nothing in this Agreement shall constitute an admission of liability by any party. This Agreement and actions taken hereunder may not be interpreted or construed as an admission by any party of any liability or wrongdoing whatsoever or the validity or liability of any legal theory or cause of action.

13) This Agreement shall be binding on the Participant and anyone acting on my behalf or behalf of my estate in perpetuity.

14) I agree that if a dispute or claim of any kind shall be pursued against a Released Person, same shall be pursued in the State of Hawaii. I agree that any dispute that I may have with the Released Persons or any other persons related to my participation and use of the facilities and grounds owned and operated by the Released Persons shall be pursued through Arbitration as approved by the American Arbitration Association. I agree to pursue any and all claims that may arise against the Released Persons through the Arbitration Services approved by the American Arbitration Association and voluntarily agree to be bound by the decisions and recommendations made by the Arbitrator. I understand that I am voluntarily waiving my rights to pursue the Released Persons in local, state and federal courts in favor of Arbitration.

By signing this Agreement, I acknowledge that if anyone is injured or property damaged during my participation or use of the facilities owned or operated by the Released Parties, that I have voluntarily waived my rights, or the minor Participant's rights to file or otherwise maintain a lawsuit against any Released Persons. I have had sufficient opportunity to read this entire Agreement. I have read this entire Agreement. I understand this entire Agreement and voluntarily agree to be bound by its terms without limitation.

CAUTION. THIS IS A RELEASE. READ BEFORE SIGNING.

Name of Participant _____ Date of Birth _____

Home Address _____ City _____ State _____ Zip Code _____

Phone _____

Emergency Contact _____ Phone _____ Relation _____

Must be completed by parent or legal guardian of Minor Participant

Name of Parent or Legal Guardian _____ Relation _____

Home Address _____ City _____ State _____ Zip Code _____

Must be signed by Participant or parent or legal guardian of Minor Participant

SIGNATURE _____ **Date** _____

IN WITNESS WHEREOF, the undersigned Participation has hereunto set his/her hand this ___ day of _____, _____.

Witness Name _____

Witness Signature _____

Participant/Guardian Initials _____