



Youth Sailor's Name: \_\_\_\_\_ Age: \_\_\_\_\_

Parent Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Email: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Emergency #: \_\_\_\_\_

Hawaii Kai Boat Club  
**Assumption of Risk, Waiver, and Release from Liability**

I, \_\_\_\_\_, desire to participate in Hawaii Kai Boat Clubs Program (hereinafter "the Club Sports and Special Events Program"). This Assumption of Risk, Waiver, and Release from Liability covers the entirety of my participation in the Club Sports and Special Events Program, including travel to any locations off of the Hawaii Kai Marina in order to participate in activities associated with the Club Sports and Special Events Program.

**1. Risk Factors-** I understand and acknowledge that the use of equipment and facilities provided by Hawaii Kai Boat Club and The Shack Waikiki and the Hawaii Kai Shopping Center and participation in the Club Sports and Special Events Program involves risks including, but not limited to the following: risk of property damage, bodily injury, including, but not limited to permanent disability, paralysis, and possibly death. These risks may result from a variety of circumstances including, but not limited to, the use or misuse of the equipment or facilities, from the activity itself, from the acts of myself or others, including Hawaii Kai Boat Club and The Shack Waikiki and the Hawaii Kai Shopping Center and Hawaii Kai Marina and its agents or from the unavailability of emergency medical care.

**2. Assumption of Risk-** I am participating in the Club Sports and Special Events Program at my own free will. I understand that my decision to participate in the Club Sports and Special Events Program is entirely voluntary. I assume full responsibility for all risks that may arise out of or result from my participation in the Club Sports and Special Events Program, including by not limited to those risks described in Section 1, above. **Excepted from this section are any injuries caused by the gross negligence or willful or wanton misconduct of any officials, officers, employees, agents, or volunteers of Hawaii Kai Boat Club and The Shack Waikiki and the Hawaii Kai Shopping Center and Hawaii Kai Marina.**

**3. Acknowledgement of Policies and Procedures-** I acknowledge that I have read, know, and agree to all of the policies and procedures relating to my participation in the Club Sports and Special Events Program. I understand that the safe and proper use of all facilities, equipment or participation in the activity is dependent upon carefully following these policies and procedures. I agree to comply with and abide by all rules, regulations and policies of the Hawaii Kai Boat Club and Hawaii Kai Marina. I understand that Hawaii Kai Boat Club reserves the right to revoke or terminate my participation in the Club Sports and Special Events Program for any violations of these rules, regulations, or policies.

**4. Release, Indemnify, and Defend.** I hereby release, waive, discharge, and hold harmless Hawaii Kai Boat Club and The Shack Waikiki and the Hawaii Kai Shopping Center and Hawaii Kai Marina, and all of their affiliates, predecessors, successors, trustees, officers, directors, faculty, employees, agents and representatives, past or present (hereinafter jointly referred to as "the Released Parties") from any and all claims, suits, liabilities, judgments, costs and expenses ("Claims") for any property damage, property loss or theft, personal injury or illness, death or other loss arising from or relating to my participation in the Club Sports and Special Events Program. I also agree to defend, indemnify and hold harmless the Released Parties from and against any Claims arising from or related to my own acts or omissions in connection with my participation in the Club Sports and Special Events Program.

**5. Prerequisite Skills.** I acknowledge that I have the requisite skills, qualifications, physical ability and training necessary to properly and safely participate in the Club Sports and Special Events Program. I agree that if I have any questions as to what skills, qualifications, or training is necessary to properly participate in the Club Sports and Special Events Program, then I shall direct such questions to the appropriate individuals.

**6. Waiver-** I hereby waive any protections afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that I am releasing unknown future claims.

**7. Payment for Damages.** I agree to pay for any and all damages to any property or Release Party caused by me negligently, willfully or otherwise.

**8. Representatives.** I enter into this agreement for myself, as well as for my heirs, assigns and legal representatives.

**9. Consent for Emergency Treatment-** I consent to medical treatment for emergencies that occur during or are related to my participation in the Club Sports and Special Events Program where I am unable to consent to such treatment. I understand the provisions of this Assumption of Risk, Waiver, and Release from Liability apply to any treatment that might be provided to me under this Section, including but not limited to Section 1, Section 2, and Section 4.

**10. Insurance-** I understand that I am solely responsible for any medical, health or personal injury costs relating to my participation in the Club Sports and Special Events Program. I understand that I am strongly encouraged to have a medical physical examination and purchase health insurance prior to any and all participation in the Club Sports and Special Events Program.

**11. Jurisdiction.** This Assumption of Risk, Waiver, and Release from Liability shall be governed in all respects by the laws of the State of Hawaii. The parties agree to use the State of Hawaii for Jurisdiction and the County of Honolulu as Venue for any disputes between the parties related to this Assumption of Risk, Waiver, and Release from Liability.

**12. Severability.** If any term or provision of this Assumption of Risk, Waiver, and Release from Liability is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof or of any provisions hereof which survive termination, then and in any such event, it is the express intention of the parties that the remainder of this Assumption of Risk, Waiver, and Release from Liability, or the application of such term, clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Assumption of Risk, Waiver, and Release from Liability and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.

***I have read and fully understand this Assumption of Risk, Waiver, and Release from Liability and understand that it relates to surrendering and releasing valuable legal rights. I do so freely and voluntarily.***

**Consent and Release on Behalf of Minor by Parent/Legal Guardian**

I am the parent or legal guardian of the above named minor. I have read and understand this Assumption of Risk, Waiver, and Release from Liability in its entirety and understand that it relates to surrendering valuable legal rights of the minor and myself. I agree to be bound by all the terms of the Assumption of Risk, Waiver, and Release from Liability. I also give my consent to the participation in the activity of the minor.

PRINTED NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

