

**PARTICIPANT CONSENT, WAIVER, RELEASE AND INDEMNITY AGREEMENT  
Non-University of Hawai'i Event or Activity**

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(Name, dates and description of the **Event/Activity**)

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In consideration for my participation in the Event/Activity, 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 Event/Activity and I represent that I am in good physical, mental, and emotional health and able to participate in the Event/Activity. If, at any time, I believe the conditions of my participation to be unsafe, I will immediately cease further participation in the Event/Activity. I further agree to and represent that in connection with my participation in the Event/Activity: (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 Event/Activity 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 I am employed by the University of Hawai'i but 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 Event/Activity.

2. Assumption of risk. I understand and acknowledge the dangers and risks involved in my participation in the Event/Activity, including the Injuries/Damages. These Injuries/Damages may be caused by actions or inactions of myself or others participating in the Event/Activity and/or the conditions where the Event/Activity occurs. I acknowledge that there may be the potential for 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 Event/Activity. 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.

3. Waiver and release. I hereby waive, release, and discharge 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 Event/Activity (collectively the "Released Claims").

4. Indemnify, defend, and hold harmless. I accept full responsibility for my participation in the Event/Activity and I agree to indemnify, defend, and hold harmless the University of Hawai'i, and its past, present and future Board of Regents, 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 Event/Activity.

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 Event/Activity 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.

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Signature of Participant

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Print Name

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Date