

VOLUNTEER EVENT/ACTIVITY WAIVER and RELEASE OF LIABILITY

EVENT OR ACTIVITY

All adult volunteers (aged 18 and older) must complete and sign the waiver form prior to the participation in any volunteer event/activity. All juvenile volunteers (aged 17 and under) must have parent or legal guardian sign.

I agree as follows to the Acknowledgement of Risk, Participation Waiver of Rights & Release of Liability, and Indemnification & Hold Harmless for the event/activity of The Outdoor Circle or of one of its branches (hereafter referred to as "Outdoor Circle" although this agreement includes any branch activities) that I will participate in:

I hereby acknowledge and assume all risks associated either directly or indirectly as a result of my volunteer participation during this Outdoor Circle event/activity. If I am a Parent/Legal Guardian of a minor child who will participate in the event/activity, I accept full responsibility for the safety of the child. I waive any and all claims myself or my minor child have and fully release Outdoor Circle, its employees, board members or agents from any and all liability arising out of or related to my or my minor child's participation in the event/activity. I further agree to defend, hold harmless, and indemnify Outdoor Circle from any lawsuits actions or claims arising out of or in any way connected with my or my minor child's participation in this event/activity.

No known physical or health limitation prevents me from safely participating in this event/activity. It is agreed neither Outdoor Circle nor its insurer(s) are responsible for any medical or other costs due to injury incurred in connection with my participation. If I or my minor child am/is injured during the event/activity, I authorize any physician licensed in Hawaii to perform such emergency treatment as he/she believes, in his/her sole judgment, may be necessary at my sole expense.

I understand that it is my responsibility to act in a safe manner at all times, to understand the volunteer duties and safety instructions, and I agree, after proper inspection, to use only the supplies, tools and equipment provided by event organizers. I will perform assigned tasks that are within my physical capability, and I will not undertake tasks that are beyond my ability. I will not participate if under the influence of alcohol or any drug that could impair my physical or mental abilities. I agree that I am familiar with the safe operation and use of machinery, equipment and tools that I may utilize in connection with the event/activity, and I will not undertake to use any machinery, equipment or tools with which I am unfamiliar or which I do not know how to operate or use safely; I will perform only those tasks assigned, observe all safety rules, and use care in the performance of my assignments. I specifically acknowledge that I am engaging in this event/activity as a volunteer and not as an Outdoor Circle employee, agent, official, officer or representative, and further acknowledge that I am not entitled to any compensation, benefit or insurance coverage from The Outdoor Circle. If I see or think or feel any danger to myself or others, I will immediately notify the organizer/leader, or call the police if I feel threatened.

I grant full, unlimited, and perpetual permission for Outdoor Circle to freely use my or my minor child participant's name, likeness, voice, photographs, videotapes, or quotations from me in accounts, promotions and activities, in any medium, related to this event/activity that I participate in, with no compensation for me or my minor participant now or in the future.

I, Participant, Parent, and/or Legal Guardian, have read and understand this release and waiver of liability and agree to be bound by its terms and conditions and sign it of my own free will. I understand that the terms herein are contractual and not a mere recital, this instrument is legally binding.

I HEREBY RELEASE AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY CLAIM OR LAWSUIT FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH, BY ME, MY FAMILY, ESTATE, HEIRS, OR ASSIGNS, ARISING OUT OF PARTICIPATION IN THE EVENT/ACTIVITY, INCLUDING BOTH CLAIMS ARISING DURING THE ACTIVITY AND AFTER I COMPLETE THE ACTIVITY, AND INCLUDING CLAIMS BASED ON NEGLIGENCE OF OTHER PARTICIPANTS OR THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE. I CERTIFY THAT I HAVE READ THIS ACKNOWLEDGMENT OF RISKS, WAIVER OF RIGHTS & RELEASE OF LIABILITY, AND INDEMNIFICATION & HOLD HARMLESS AGREEMENT. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS AND ASSUMING SUBSTANTIAL RESPONSIBILITIES BY SIGNING IT, AND THAT I SIGN IT VOLUNTARILY.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK.

| Participant Name (please print) |
|-----------------------------------|
| Participant Signature |
| Date |
| Address |
| Phone |
| Email |
| Emergency Contact Name and number |

***IF PARTICIPANT IS UNDER 18, THE PARENT OR LEGAL GUARDIAN MUST SIGN.**

I am the parent or legal guardian of the above participant and he/she has my permission to participate in the volunteer event. I have read and agree to the provisions stated above for myself and the minor participant. Further, I understand and agree that the sponsors and organizers of the event/activity are not responsible for supervision of minor participants and that if I allow the above minor to participate without my supervision, I assume all the risks from such participation for the minor participant I am authorizing participation of event/activity.

| Minor Participant Name (please print) | |
|--|--|
| Parent/Legal Guardian Name (please print) | |
| Minor Participant Parent/Legal Guardian Signature | |
| Date | |
| Address | |
| Phone | |
| Email | |
| Emergency Contact Name and number | |
| 1314 S. King Street #306 Honolulu, Hawaiʻi 96814 | |

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