

**PARTICIPANT LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT**

In relation to and in consideration of the services and activities provided by Island Water Sports Hawaii, Inc., a Hawaii corporation ("IWS"), its agents, owners, officers, agents, volunteers, participants, employees, affiliate and subsidiary entities, and all other persons or entities acting in any capacity on its behalf (the "Released Parties"), I hereby enter into this Participant Liability Release and Assumption of Risk Agreement ("Agreement") and agree to release, indemnify, and discharge the Released Parties on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives, and estate as follows:

1. I acknowledge that my participation in water sport, swimming, snorkeling, SCUBA, and boating activities (the "Activity" or "Activities") entail known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage or injury to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated while participating in the Activities. **These inherent risks include, but are not limited to:** slips and falls; collision with fixed or movable objects or other watercraft; boat capsize and entrapment; travel in remote areas; rapidly changing adverse weather and water conditions; wet and slippery conditions aboard water craft where accidents can occur boarding, onboard, and/or disembarking from the vessel; damage to equipment or personal injury; accidental drowning; crashing; forces of nature including extremes of weather, lightning and rapid weather changes; exposure to sun, strong wind, cold, large waves, eddies and whirlpools, tidal conditions, surf and currents; exposure to temperature and weather extremes which could cause cold water shock, hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration, exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; aggressive and/or poisonous marine life; wrist, arm, shoulder, and/or back injuries; sickness resulting from the consumption of food or drink; injury resulting from lifting or carrying; injury to my own physical condition; and injury from the physical exertion associated with these Activities. I understand that traveling to and from the pier raises the possibility of any manner of accidents or injuries. **Individuals who have the following conditions agree they shall not participate in the boating or watersport Activities provided by IWS:** diabetes, heart conditions, blood pressure conditions, breathing disorders, pregnancy in any stage, ear or sinus conditions, recent surgeries, or those who have not obtained the advice of their medical providers and/or doctors confirming their physical ability and fitness for the Activity or Activities provided by IWS. Furthermore, IWS and the Released Parties may be unaware of a participant's fitness or abilities, may misjudge the weather or other environmental conditions, may give incomplete warnings or instructions, and the equipment being used may malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in these Activities. My participation in these Activities is purely voluntary, and I elect to participate in spite of the inherent risks. Additionally, I agree to wear a U.S. Coast Guard approved personal flotation device (lifejacket) while participating in this Activity.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless IWS and the Released Parties from any and all claims, demands, or causes of action, which are in any way connected with or arise from my participation in this Activity or my use of IWS's equipment or facilities, including any such claims which allege negligent acts or omissions by IWS or the Released Parties.

4. Should IWS or the Released Parties, or anyone acting on their behalf, be required to incur attorneys' fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs, and to reimburse IWS and/or the Released Parties for any such attorneys' fees and costs incurred.

5. I certify that I have adequate health and liability insurance to cover any injury or damage I may cause or suffer while participating in the Activities, or else I agree to bear the costs and/or expenses related to any such injury or damage to myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against IWS or any Released Party, I agree to do so solely in the state of Hawaii, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By participating in or attending any Activity, I consent to the use of any photographs, pictures, film or videotape taken of me or provided by me for publicity, promotion, television, websites or any other use, and expressly waive any right of privacy, compensation, copyright or other ownership right connected to the same. I hereby grant to IWS and its assigns permission to copyright, use, and publish such likeness of me.

**By signing this Agreement, I agree to exempt and release IWS and the Released Parties as defined herein, from all liability or responsibility whatsoever for personal injury, property damage, or wrongful death however caused, including but not limited to the negligence of IWS and the Released Parties, whether passive or active. I have fully informed myself and my heirs of the contents of this Agreement by reading it before I signed it on behalf of myself and my heirs. I understand that I am not only giving up my right to sue the IWS and the Released Parties, but also any rights my heirs, assigns, or beneficiaries may have to sue the Released Parties resulting from my death or injury. I further represent I have the authority to do so and that my heirs, assigns, or beneficiaries will be estopped from claiming otherwise because of my representations to IWS and the Released Parties. I acknowledge that if anyone is hurt or property is damaged during my participation in these Activities, I may be found by a court of law to have waived my right to maintain a lawsuit against IWS and/or the Released Parties on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document and to consult with legal counsel. I have read and understood this Agreement, and I agree to be bound by its terms.**

Print Name \_\_\_\_\_ Signature of Participant \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Date \_\_\_\_\_

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION  
(Must be completed for participants under the age of 18)**

In consideration of \_\_\_\_\_ [print minor's name]  
 ("Minor") being permitted by IWS to participate in its Activities and to use its equipment and facilities, I further agree to indemnify and hold harmless IWS and the Released Parties from any and all claims which are brought by, or on behalf of Minor and which are in any way connected with such use or participation in these Activities by Minor.

Parent or Guardian \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_