



## Waiver and Release

### HISTORIC HAWAII'Ī FOUNDATION EVENT AT FOSTER BOTANICAL GARDEN, HONOLULU, HAWAII ASSUMPTION OF RISK, RELEASE AND INDEMNITY AGREEMENT

Date of Visit: July 24, 2021

Name of Event: Saturday Sketching at Foster Botanical Garden

Organization Name: Historic Hawai'i Foundation (event sponsor)

I, \_\_\_\_\_, am fully aware and acknowledge that there are

**First and Last Name**

inherent dangers and risks involved in participation in the activities at Lyon Arboretum, which may include, but are not limited to possible exposure to heat and strong sunlight, possible exposure to cool, windy or rainy weather, walking across slippery surfaces or rough ground, possible danger of falling on trails, possible injury from falling branches, possible encounters with spiders, centipedes or insects such as mosquitoes, bees, or wasps, and possible exposure to pathogens (such as leptospirosis) that are found in Hawaii's streams and soils.

I am fully aware that there are inherent risks of harm that include, but are not limited to, illness, personal injury, or death. I understand and acknowledge that these injuries or outcomes may arise from my own or other's actions, inaction or negligence. I certify that I am in good physical health and am able to participate in all activities of the above-named Program. I understand that the University of Hawaii does not provide health insurance or otherwise indemnify individuals with respect to injuries or other liabilities arising out of participation in any activities at Lyon Arboretum.

In consideration of Participant being permitted to participate in the activities:

I agree, for myself, heirs, personal representatives and assigns, to hereby RELEASE, WAIVE DISCHARGE AND COVENANT NOT TO SUE Historic Hawai'i Foundation, its Board of Trustees, officers, directors, employees, agents and representatives from any and all claims, demands, actions or causes of action, on account of any loss, including damage to personal property, personal injury or death, which arise out of Participant's involvement or participation in the Program.

I also agree to DEFEND, INDEMNIFY AND HOLD HARMLESS Historic Hawai'i Foundation, its Board of Trustees, directors, officers, employees, agents and representatives from and against any and all claims, demands, actions or causes of action, on account of any loss, including damage to personal property, or personal injury or death, which may arise out of Participant's participation in the Program.

I have read this Assumption of Risk, Release and Indemnity Agreement and I understand that I am giving up substantial rights, including the right to sue. I acknowledge that I am signing this Agreement freely and voluntarily.

I agree that this Agreement shall be construed in accordance with the laws of the State of Hawaii. I further agree that if any portion of this Agreement be held invalid, the remainder shall continue in full force and effect.

I understand and agree to follow the rules and protocols established to protect against the spread of COVID 19. I affirm that I am without any symptoms of the coronavirus, such as fever, coughing or shortness of breath. I agree to release and hold Historic Hawai'i Foundation, Lyon Arboretum and University of Hawai'i harmless from all liability for any injuries and/or illness that may directly or indirectly result for participation and attendance at the event or program.

Print First and Last Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**For youth under 18 years old accompanied with a parent/guardian, please enter minor's name along with the name and signature of the parent/guardian signing in agreement.**

Print minors First and Last Name: \_\_\_\_\_

Name of parent or guardian: \_\_\_\_\_

Signature of parent/guardian: \_\_\_\_\_

**Photograph Release**

I grant my consent and permission to use my/our name(s), photograph, video, voice or likeness for Historic Hawai'i Foundation purposes including pre and post event publicity.

I have carefully read this Waiver and Release and fully understand its contents. By my signature below, I consent and agree to the terms of this Waiver and Release.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name of Participant