PEARL HARBOR PICKLEBALL INVITATIONAL WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK

- Acknowledgment of Risks. I understand and acknowledge (on behalf of myself as Participant, or on behalf of Participant and each of the undersigned Guardians, if Participant is less than eighteen (18) years of age at the time this Release is executed) the dangers and risks involved in Participant's participation in the Event, including any associated travel and/or parking, and presence on the Premises, which may include, without limitation, personal injury, psychological injury, pain, suffering, disability, death, illness (including communicable diseases such as COVID-19), economic damage, property damage, and/or other injury, harm, or damage (collectively, the "Risks"). I further understand and acknowledge that participation in the Event and/or presence on the Premises carries inherent risks and dangers, including, without limitation, the Risks, that cannot be eliminated regardless of the precautions that are taken to avoid harm. I acknowledge that any injuries that Participant sustains as a result of presence on the Premises and/or participation in the Event may result from or be compounded by the actions, omissions, or negligence of the Museum or other parties. Notwithstanding the Risks, I acknowledge that Participant is voluntarily accessing the Premises and participating in the Event with full knowledge of the potential dangers involved, and hereby agree to accept and assume any and all Risks arising from Participant's participation in the Event, whether caused by the actions, omissions, or negligence of the Museum and/or the Releasees (defined below), or otherwise.
- 2. <u>Representations and Warranties</u>. With the understanding that the Museum is materially relying on the following representations and warranties in hosting the Event, I represent and warrant that: (i) Participant is at least eighteen (18) years of age; OR, if Participant is less than eighteen (18) years of age, then each Guardian is at least eighteen (18) years of age, and all of the individuals who are legally authorized to sign this Release on behalf of Participant have signed this Release as Guardian below; (ii) Participant desires to participate in the Event and will be participating in the Event with the Museum's employees, contractors, and volunteers, as well as other individual participants unrelated to the Museum; and (iii) Participant is in good health and in proper physical, mental, and emotional condition to participate in the Event.
- 3. Agreement to Comply with Instructions and Applicable Laws. Participant agrees to comply with all applicable federal, state, and local laws, ordinances, rules, orders, directives, and guidelines related to the Event while Participant is on the Premises and/or participating in the Event. Participant shall follow all instructions and warnings provided to Participant by the Museum and its employees, contractors, and designated personnel while on the Premises and/or participating in the Event. If at any time Participant or Guardian believes that conditions are unsafe, or that Participant is no longer in good health or physical condition to participate in the Event, Participant shall immediately discontinue further participation in the Event and notify a Museum representative.
- 4. <u>Waiver and Release of Claims</u>. To the maximum extent permitted under the laws of the State of Hawai'i, Participant and Guardian hereby expressly waive and release any and all claims, against the Museum and its directors, officers, members, employees, agents, contractors, sponsors, volunteers, affiliates, successors, assigns, and other representatives (collectively, "*Releasees*"), arising out of or attributable to Participant's participation in the Event or presence on the Premises, whether due to the actions or omissions of the Museum, any Releasees, any other participants in the Event, or any other party. Participant and Guardian agree that they shall not make or bring any such claim against the Museum or any other Releasee, and forever release and discharge the Museum and the Releasees from liability under such claims.
- 5. <u>Indemnification and Defense</u>. Participant and Guardian shall indemnify, defend (with counsel acceptable to the Museum), and hold harmless the Museum and Releasees from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees and court costs, the costs of enforcing any right to indemnification or defense under this Release, and the cost of pursuing reimbursement from any insurance providers, incurred by the Museum or any other Releasees arising out or related to Participants participation in the Event, including any claim related to Participant's own negligence or the negligence of the Museum and the Releasees.
- 6. <u>Consent to Medical Treatment</u>. I hereby consent (on behalf of myself as Participant, or on behalf of Participant and all of the undersigned Guardian if Participant is less than eighteen (18) years of age at the time this Release is executed) to the medical treatment of Participant if Participant is injured or requires medical attention during their participation in the Event.

I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation, if necessary. I hereby release, discharge, and hold harmless the Museum and Releasees from any claim based on such treatment or other medical services provided by on-site medics or emergency personnel. I acknowledge and agree that nothing in this Release creates a heightened duty on the part of the Museum or the Releasees to render medical treatment to Participant.

- 7. <u>Dispute Resolution; Waiver of Jury Trial</u>. If a dispute arises between the Parties with respect to this Release, the Parties shall first attempt to settle such dispute through good-faith negotiation for a period of at least thirty (30) days. If attempts to settle the dispute through negotiation fail, then the Parties shall, confidentially and in good faith, mediate the dispute with Dispute Prevention & Resolution, Inc., or its successor organization ("*DPR*"), in Honolulu, Hawai'i pursuant to DPR's Mediation Rules, Procedures & Protocol for a period of at least thirty (30) days before resorting to litigation or arbitration. The Parties hereby waive trial by jury in any action, proceeding, or counterclaim pertaining to any matters whatsoever arising out of or in any way connected with this Release or the Event.
- 8. Media and Photo Release. As a condition to Participant's participation in the Event and entry onto the Premises, Participant and Guardian hereby grant to the Museum full right and permission to use Participant's name, likeness, image, voice, and biographical material about Participant for educational, program publicity, and advertising or promotional purposes, and to photograph, tape, record, or otherwise memorialize Participant's participation in the Event. Participant and Guardian hereby waive, release, and discharge any and all claims, actions, causes of action and liabilities, of whatsoever kind or nature, arising out of any use of Participant's name, likeness, image, or voice, whether photographed, taped, recorded, or otherwise memorialized, for advertising, publicity, trade, or any other lawful purpose, in any medium now known or hereafter to be developed.
- 9. <u>Miscellaneous</u>. All matters arising out of or relating to this Release will be governed by and construed in accordance with the laws of the State of Hawai'i. No party will be deemed to be the drafter of this Release, and it will not be construed against either Party as the drafter. I acknowledge and agree that I have been represented (or had the opportunity to be represented) by independent legal counsel with respect to the negotiation and execution of this Release and in the making of any waiver or indemnity contained in this Release. This Release is binding on and inures to the benefit of the Parties' respective heirs, executors, administrators, personal representatives, agents, beneficiaries, successors in interest, and assigns. This Release constitutes the sole and entire agreement by and between the Museum and me with respect to the subject matter contained in this Release and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If a court of competent jurisdiction finds that any term or provision of this Release is invalid, illegal, or unenforceable to any extent, such finding will not affect the remaining provisions of this Release.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I KNOWINGLY AND VOLUNTARILY AGREE TO ITS TERMS:

Participant's Full Name:	Participant's Date of Birth:	
Participant's Address:		
Participant's Daytime Phone:	Participant's Email:	
Emergency Contact Name:	Emergency Contact l	Phone:
Emergency Contact Relationship to Participant:		
Participant's Signature:	Date:	
Signature(s) of Parent or Legal Guardian if Part	ticipant is Under 18 Years of Age:	
(If Participant's parents are legally separated and share cu guardian signs this Release, all parents and legal guardians		
Signature of Parent or Legal Guardian	Print Name	Date

Print Name

Date

Signature of Parent or Legal Guardian