

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

I, \_\_\_\_\_, being the “*Participant*” named on the next page of this Waiver and Release of Liability and Assumption of Risk (this “*Release*”), desire to participate in the Pearl Harbor Pickleball Invitational (the “*Event*”) on December 13-15, 2024, hosted by PEARL HARBOR AVIATION MUSEUM, a Hawai‘i nonprofit corporation (the “*Museum*”), at 319 Lexington Blvd., Honolulu, HI 96818 (the “*Premises*”). As a material inducement for the Museum to allow Participant to participate in the Event at the Premises, Participant, or the undersigned legal guardian(s) of Participant (each, a “*Guardian*”), if applicable, agrees to all the terms and conditions set forth in this Release. The Museum, Participant, and Guardian are each referred to in this Release as a “*Party*,” and collectively as the “*Parties*.”

1. 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, including delayed or negligent emergency response 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. Representations and Warranties. 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. Waiver and Release of Claims. 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. Indemnification and Defense. 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 Participant’s participation in the Event, including any claim related to Participant’s own negligence or the negligence of the Museum and the Releasees.

6. Consent to Medical Treatment. 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.

