

1996 Aloha State Games Release and Waiver from Liability

This document is presented in consideration of being permitted to enter for any purpose any RESTRICTED AREA (herein defined as the areas to which admission by general public spectators is prohibited and in addition consisting of the planned route, or any other area which the participant chooses to access by any mode of transportation), or being permitted to compete, officiate, observe, volunteer, work for, or any purpose participate in any way in the Aloha State Games ("Event"). EVENT OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs, next of kin, acknowledges, agrees and represents that he/she has, or will immediately upon entering any of such restricted areas, and will continuously there after, inspect such restricted area or areas and his/her participation, if any, in the event constitutes an acknowledgment that he/she has inspected such restricted area and that he/she finds and accepts the same as being safe and reasonable suited for the purposes of his/her use, and he/she further agrees and warrants that if at any time, he/she is in or about restricted areas and he/she feels anything to be unsafe, he/she will immediately advise the officials in writing of such and will leave the restricted areas). In addition, EACH OF THE UNDERSIGNED:

- 1. HEREBY RELEASES, WAIVES DISCHARGES AND CONVENTS NOT TO SUE Aloha Bowl Charities, Inc. d/b/a Aloha State Games, the Chrysler Motor Corporation and Jeep Eagle Aloha Bowl, Aloha Sports Inc., its directors, staff and volunteers, 7-Eleven Hawaii, the National Sports and State Governing Bodies, the University of Hawaii, the State of Hawaii, the City and County of Honolulu including directors, and representatives, assigns, heirs, and next of kin for any and all damage, and any claim or demands therefore on account of releases or otherwise while the undersigned is in or upon the restricted area, and/or competing, officiating, observing, volunteering, working for, or for any purposes participating in the event;
2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases and each of them from any loss, liability, damage, or cost that may incur due to the presence of the undersigned in or upon the restricted area, or an unrestricted area, or in any way competing, officiating, observing, volunteering, working for, or for any purpose participating in the event and whether caused by the negligence of the releases or otherwise.
3. HEREBY ASSUMES FULL RESPONSIBILITY FOR RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releases or otherwise while in or upon the restricted area, and/or while competing officiating, observing, volunteering, working for, or for any purpose participating in the 'Event'.
4. EACH OF THE UNDERSIGNED EXPRESSLY ACKNOWLEDGES AND AGREES that the activities at the event and in the restricted areas are dangerous and involve the risk of serious injury and/or death and/or property damage. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State in which the event is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, not withstanding, continue in full force and effect.
5. In the event that I sustain injury or illness while competing in the 'Event', I hereby authorize any emergency first aid, medication, medical treatment, or surgery deemed necessary by licensed medical personnel. I also give my permission for attending medical personnel to execute on my behalf my permission forms or other necessary medical documents and to act in my behalf if I am not immediately available to do so. I will also be responsible for any medical payments.
6. EACH OF THE UNDERSIGNED hereby consents to allow his/her picture and or voice or likeness to appear in any official documentary, promotional, exclusive television, radio, film coverage of the 'Event', in any manner incidental to my participation in the 'Event' and without compensation to me.

This waiver, release and indemnification agreement specifically embraces each and every event sanctioned, authorized, or promoted by said releasees during the entire season and applies to each and every event, or activity herein above mentioned, and has the same effect as if executed after each and every activity or event in which the undersigned participates so that the parties herein intended to be released and indemnified as to each and every event herein above described.

THE UNDERSIGNED HAD READ THE ABOVE RELEASE AND WAIVER, UNDERSTANDS THAT HE/SHE HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OR LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representation, statements or inducements apart from the foregoing written agreement have been made.

PRINT NAME _____ SIGNATURE _____

SPORT _____ DATE _____

PARENT/GUARDIAN WAIVER-RELEASE FROM LIABILITY

(If participant is under 18 years of age, a parent or guardian must execute in addition to the above, this following waiver.)

The undersigned, _____, referred to as the parent and natural guardian or legal guardian of _____ (PARENT OR GUARDIAN)

_____ (MINOR) does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold

harmless and indemnify each and all of the parties herein referred to above releases from all of the parties herein referred to above releasees from all liability, loss, cost, claim or damage whatsoever as may be imposed upon said releasees because of defect in or lack of such capacity to act and release said releasees on behalf of the undersigned.

PRINT NAME _____ SIGN _____ DATE _____