



Hui Wa'a Kaukahi, a Hawaii Nonprofit Corporation



Assumption of Risk, Release and Waiver of Liability, and Indemnity Agreement

Read carefully before signing!

Revised Jan 15 2010

Activity	
Location	Date

In consideration of being permitted to participate in this Hui Wa'a Kaukahi activity, for myself, my personal representatives, assigns, heirs, and next of kin acknowledge, represent and agree as follows:

1. I ACKNOWLEDGE that Hui Wa'a Kaukahi and its members (Hui Wa'a) are simply a group of kayakers who get together for activities; **they are not professional kayakers or paid guides.** I understand and acknowledge that Hui Wa'a requires all activity participants to have the skills, experience, training **and equipment** necessary to protect themselves from harm or injury without any assistance from others, and to be able to independently assess whether they have the requisite level of skill, training and experience to safely participate in this activity, and that others who might attempt to help me may or may not have the skills required to do so. I understand and acknowledge that Hui Wa'a, and its officers, directors, members, paddle initiators and participants make no representation or warranty regarding the skills required to undertake this activity, the safety of this activity or the weather and ocean or other conditions in which or to the risks that may be associated with it. I acknowledge and agree that paddle initiators are not paid, do not provide training or equipment, and can take no responsibility for the safety or well-being of activity participants. **I understand and agree that I am responsible for my own safety and my own decisions and actions while on the water or land. I represent that I have the necessary skills, experience, training and equipment to participate in, and protect myself during this activity without the help of others.**

2. I UNDERSTAND AND AGREE that Hui Wa'a activities may be **very dangerous** and **physically and mentally demanding**, and that my participation in this activity may involve risks. Such risks include, but are not limited to, **SERIOUS INJURY, PERMENANT DISABILITY, DEATH,** and loss of or damage to personal property, which may occur due to the negligence or other actions or inactions of myself or others, and that injuries sustained may be compounded or increased by rescue or other emergency procedures. I am also aware that the weather and sea conditions, including surf conditions, are unpredictable, uncontrollable, and may be dangerous. **I FULLY ASSUME ALL RISKS, BOTH KNOWN AND UNKNOWN, AND ACCEPT SOLE RESPONSIBILITY** for injury, death, expenses and property or other loss

as a result of my participation in this activity. **I acknowledge that I am PROCEEDING ENTIRELY AT MY OWN RISK in participating in this Hui Wa'a activity**

3. I HEREBY IRREVOCABLY RELEASE, DISCHARGE, AND HOLD Hui Wa'a Kaukahi, its officers, directors, members, paddle initiators, and participants ("Hui Wa'a Group") HARMLESS from, and promise not to sue any member of the Hui Wa'a Group with respect to all claims, demands, liabilities, damages, losses, attorney's fees and expenses arising from or related to my participation in this activity. I further agree that if, despite this Agreement, I or anyone on my behalf makes a claim against any member of the Hui Wa'a Kaukahi Group, **I WILL INDEMNIFY, DEFEND, and HOLD them HARMLESS** from any and all claims, demands, liabilities, damages, losses, attorney's fees and expenses which may be incurred as the result of such claim.

4. I UNDERSTAND AND ACKNOWLEDGE that the intention of this Agreement is to release the Hui Wa'a Group from all liability and to prohibit me from suing any member of the Hui Wa'a Group for personal injury, wrongful death, property damage or other losses that may relate to, result or arise from the activity, whether caused by negligence or other acts or omissions of the Hui Wa'a Group or otherwise. I expressly agree that this Assumption of Risk, Release and Waiver of Liability, and Indemnity Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Hawaii and that, if any portion of this Agreement is held invalid, the balance shall continue in full legal force and effect.

I am aware that this is a Release and Waiver of Liability to all Releases and that by signing this Agreement I am giving up important legal rights. I sign this Agreement freely and voluntarily and agree that no representations, statements or inducements have been made or given, and intend my signature to be a complete and unconditional release and waiver of liability as provided herein to the fullest extent permitted under Hawaii'l law.

Hui Wa'a Kaukahi is an ACA Paddle America Club (PAC) member, and this is an ACA-sanctioned paddlesport event

PRINT NAME & SIGN	TYPE & COLOR OF KAYAK	CELL PHONE	EMERGENCY CONTACT & PHONE	ACA ?	HWK ?

