



**PARTICIPANT WAIVER AND RELEASE OF LIABILITY / ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

IN CONSIDERATION of Aloha Racing, LLC ("AR") allowing me to attend, assist, volunteer, provide services, compete, be a party to or in any way engage (individually and collectively, "Participate") in this Event, I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, assigns, agents, representatives, and for any party on whose behalf I fill out a registration form, hereby fully release AR, its Event Directors, Staff, Organizers and Promoters, Partners, Sponsors, Advertisers, Coaches and Officials; the Facility, Venue and Property Owners; Law Enforcement Agencies and other Public Entities involved in any way; and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees, contractors, representatives and volunteers (individually and collectively, "Released Parties") from any and all liabilities, claims, causes of action, or suits arising from or connected to my participation (or the participation of any party on whose behalf I am filling out a registration form) in any and all events which are affiliated with, associated with, or organized by AR (collectively, the "Events"). I represent and warrant that, in the event I am filling out a registration form on behalf of another party: (i) said party has expressly authorized me to agree to all of the terms contained herein on behalf of said party; (ii) my acceptance of the terms contained herein is legally binding on said party by virtue of the authority granted me by said party; and (iii) by agreeing to the terms herein, I bind myself and said party to the terms contained herein. The terms "I" and "me" shall hereafter refer interchangeably to myself and any party on whose behalf I am filling out a registration form.

I HEREBY REPRESENT that (i) I am in good health and in proper physical condition to participate in the Event; and (ii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event, that I am responsible for my own safety and well-being at all times and under all circumstances while at the Event site. I agree to be familiar with and to abide by the Rules and Regulations established for the Event, including but not limited to the Competitive Rules and any safety regulations established for the benefit of all participants. I accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my equipment.

THE EVENTS MAY INVOLVE INHERENTLY DANGEROUS ACTIVITIES. I understand that participation involves risks and dangers which include, without limitation, the potential for serious bodily injury, permanent disability, paralysis and death; loss or damage to property; exposure to extreme conditions and circumstances; accidents, illness, contact or collision with other participants, spectators, vehicles or other natural or man-made objects; dangers arising from adverse weather conditions; imperfect course conditions; water, road and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event Organizers; and other undefined harm or damage which may not be readily foreseeable, and other presently unknown risks and dangers ("Risks"). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event, or the acts, inaction or negligence of the Released Parties, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in the Event. By participating in the Event, using the designated registration system, and by either indicating that I agree or signing below, I hereby grant to the Released Parties the absolute and irrevocable rights to use my name, quotes and/or photos and images on the Internet (World Wide Web), in print publications, video and multimedia presentations, and/or for any purpose which may include, but not limited to, display, public relations, marketing, or designs. I understand that my name and/or the images may be used for display or advertisement for the web site and/or literature published. I further hereby waive the right to inspect or approve the images prior to any form of usage and understand that the images may be modified to be used as design elements. This agreement is a permanent licensing agreement that allows the Released Parties to use any images, quotes and/or my name for any publishing purposes. I will not hold any Released Parties responsible for any use or misuse of my name, quotes and/or the images. I agree to hold harmless the Released Parties from any and all actions, claims, and demands arising out of or in connection with the use of all or any part of the photographs (including computer images or reproductions of any kind), including any editorial or comment which may accompany the images in their displayed format and/or my name.

I HEREBY RELEASE, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the Released Parties with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorney fees) of any kind or nature ("Liability") which may arise out of, result from, or relate to my participation in the Events (or the participation in the Events of any party on whose behalf I am filling out a registration form) or the use of the designated registration system, including without limitation claims for Liability caused in whole or in part by the negligence of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend, and hold harmless each of the Released Parties from any such Liability which any may be incurred as the result of such claim, including all reasonable attorneys' fees incurred in connection therewith. I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by entering into it (including the rights of the minor, my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement freely and voluntarily, without any inducement, assurance or guarantee, and intend for my initials (if signed electronically) or my signature below to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This Agreement shall be governed by the laws of the State of Hawaii, irrespective of conflict of law principles. All actions arising from or related to this Agreement or my use of the designated registration system shall be tried exclusively in the City and County of Honolulu, Hawaii. I hereby consent to the jurisdiction of said County or District Court and waive any and all objections regarding jurisdiction or venue. By using the designated registration system, and/ or by participating in any Events, I agree to be bound by the terms herein.

According to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) no health information about any competitors can be released for information purposes without the express permission of the athlete. HIPAA rules came into full effect in April, 2003. We are prohibited by federal law from releasing any information without an athlete's written permission.

- a) I understand and acknowledge that I am giving permission to provide the information regarding my location, treatment by medical personnel, medical condition or, if necessary, transfer to a hospital to a member of the AR staff and/or my spouse, friend or next of kin. I understand and agree that to provide this information is voluntary.
- b) I understand that I have the right to revoke this authorization at any time. I understand that if I revoke this authorization, I must do so in writing and present my written revocation to AR's Event Director. I understand that this revocation must be submitted before 11:59 p.m. on the day prior to the event for which I am participating in. I understand that this revocation will not apply to information that has already been released in response to this authorization. I understand that my revocation will not apply to my insurance company when the law provides my insurer with the right to contest a claim under my policy. Unless otherwise revoked, this authorization will expire at 11:59 p.m. on the date of the event in which I am participating.
- c) I understand that I have the right to receive medical treatment by the AR staff, medical personnel and/or volunteers where permitted by law.

**Printed Name of Participant:** \_\_\_\_\_ **Age:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

**Participant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

As the Parent and/or Legal Guardian to the minor identified above, I hereby accept and agree to all the terms and conditions of this Agreement in connection with the minor's participation in the Event(s). If, despite this Agreement, I, or anyone on the minor's behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.

**Parent / Guardian Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_ V1.012321