

**Hawaiian Canoe Racing Association Insurance Program
Adult and Minor Waiver and Release of Liability
April 1, 2010 to March 31, 2011**

In consideration of being allowed to participate in any way in Hawaiian Canoe Racing Association and its member organizations' athletics/sports programs, and related events and activities, the undersigned agrees and acknowledges:

1. THAT "PARTICIPANT" MEANS EACH INDIVIDUAL LISTED ON THIS FORM PARTICIPATING IN HAWAIIAN CANOE RACING ASSOCIATION (HEREINAFTER HCRA) ACTIVITIES. THE "UNDERSIGNED" MEANS EACH PARTICIPANT, **AND** WHEN A PARTICIPANT IS UNDER AGE 18, IT INCLUDES SUCH PARTICIPANT'S PARENT OR LEGAL GUARDIAN SIGNING ON BEHALF OF HIMSELF/HERSELF AND ON BEHALF OF THE MINOR PARTICIPANT. THE UNDERSIGNED UNDERSTAND AND AGREE THAT TAKING PART IN THE ACTIVITY, RACING, COMPETING, CANOEING AND USING HCRA FACILITIES, INCLUDING ON WATER AND ON LAND, FOR ANY PURPOSE (HEREINAFTER THE "ACTIVITY") **CAN BE HAZARDOUS AND PRESENTS A RISK OF PHYSICAL INJURY OR DEATH.**
2. That the undersigned expressly **ASSUME ALL RISKS** associated with Participant's participation in the Activity, known or unknown, inherent or otherwise; the Undersigned agree and understand these risks include but are not limited to risks associated with: accidents which occur during transportation or travel to and from location of Activity; slips and falls while getting into or out of the boats; overturning of the boats; loss of balance; impact, collision with or entrapment by trees, logs, deadfall, boats, equipment or other participants in the Water Activity; hypothermia; drowning; changing and inclement weather conditions including storms, high wind, high waves, and lightning; encounters with domestic or wild animals; negligence on the part of other participants; and negligence on the part of the releases, including the failure on the part of the releases to safeguard or protect me from the risks, dangers and hazards of participating in the activity.
3. **TO HOLD HARMLESS, RELEASE, DEFEND, AND INDEMNIFY** Hawaiian Canoe Racing Association, its member associations, its affiliated clubs, their respective administrators, directors, agents, coaches, and other volunteers or employees of the organization, other participants sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event (each hereinafter a "Released Party") **FROM ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from the Participant's participation in the Activity. The Undersigned take full responsibility for any injury or loss to Participant, including death, which Participant may suffer, arising in whole or in part out of the Activity, **INCLUDING THOSE INJURIES AND DAMAGES CAUSED BY ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY.** By execution of this release, **THE UNDERSIGNED AGREE NOT TO SUE A RELEASED PARTY** and agree they are releasing any right to make a claim or file a lawsuit against any Released Party. The Undersigned further agree to defend and indemnify each Released Party for any and all claims of the Undersigned and/or a third party arising in whole or in part from the Participant's participation in the Activity. The Undersigned agree to pay all costs and attorney's fees incurred by any Released Party in defending a claim or suit brought by or on behalf of the Undersigned.
4. The undersigned parent or legal guardian acknowledges that he/she is also signing this release on behalf of the minor Participant, that he/she is **WAIVING CERTAIN RIGHTS ON BEHALF OF THE MINOR PARTICIPANT** that the minor Participant otherwise may have and that **THE MINOR PARTICIPANT SHALL BE BOUND BY ALL THE TERMS OF THIS RELEASE.** By signing this agreement without a parent or guardian's signature, Participant represents they are at least 18 years of age, or, if signing as the parent or guardian of the Participant, signer represents they are the legal parent or guardian of the minor Participant. THE UNDERSIGNED AGREES TO INDEMNIFY THE RELEASED PARTIES FOR ALL LIABILITY AND CLAIMS, INCLUDING ATTORNEYS FEES, ARISING FROM ANY MISREPRESENTATIONS MADE IN THIS APPLICATION OR FRAUDULENT EXECUTION OF THIS AGREEMENT.

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***MINOR PARTICIPANT (UNDER 18) INFORMATION (IF APPLICABLE)**

*MINOR PARTICIPANT – Last Name, First Name, M.I. (please print) DATE OF BIRTH GENDER M/F

** Requires Parent/Guardian to Complete and Sign Below*

I HAVE HAD SUFFICIENT TIME TO CAREFULLY READ THE FOREGOING LIABILITY RELEASE. I UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

ADULT INFORMATION.

LAST NAME, FIRST NAME, M.I. (please print) GENDER M/F

ADDRESS – Street Address/Mailing Address (please print)

ADDRESS – City, State, Zip/Postal Code (please print)

DATE OF BIRTH (MM-DD-YYYY) EMERGENCY CONTACT RELATION PHONE NUMBER

X _____
SIGNATURE OF PARTICIPANT/PARENT/GUARDIAN DATE.

CANOE CLUB