

**YMCA  
KAUA'I HOE WA'A**

*Promoting participation, safety and competition in OC-1's, OC-2's and kayaks-surfskis*

**Waiver and Release of Liability  
(IMPORTANT – READ BEFORE SIGNING)**

In consideration of being allowed to participate in any way in the YMCA athletics/sports program and related events and activities, particularly programs that are organized and supervised by Kaua'i Hoe Wa'a, the undersigned:

1. Agree that prior to participating, they will inspect the facilities and equipment to be used, and if they believe anything is unsafe, they will immediately advise the race committee of such condition(s) and refuse to participate.
2. Acknowledge and fully understand that each participant will be engaging in activities that involve risk of serious injury or death, not only from their own actions, inactions or negligence, but the actions, inactions or negligence of others, the rules of play, or the condition of the premises or of any equipment used. Further, that there may be other risks not known to us or not reasonably foreseeable at this time.
3. Assume all the foregoing risks and accept personal responsibility for the damages and medical expenses following any such injury, permanent disability or death.
4. Release, waive, discharge and covenant not to sue YMCA, its affiliate clubs their respective administrators, directors, agents, coaches, and other employees of the organization, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and leasers of the premises used to conduct the event, all of which are hereinafter referred to as "releasees" from any and all liability to each of the undersigned, his or her heirs and next of kin for any and all claims, demands, losses or damages on account of the injury, including death or damage to property, caused or alleged to be causes in whole or in part by the negligence of the releasees or otherwise.
5. For Minors: Agree that the parent(s) and/or legal guardian(s) will instruct the minor participant that prior to participating, he or she should inspect the facilities and equipment to be used, and if the participant believes anything is unsafe, he or she should immediately advise the race committee of such condition(s) and refuse to participate.
6. All photos taken at this public event may be used by Out of the Blue Design, Kukui'ula Outrigger Canoe Club, YMCA Kaua'i Hoe Wa'a, any and all representatives, members and affiliates of afore mentioned entities for promotional purposes.
7. This waiver may not be modified in any way. If any part of this waiver is determined to be invalid by law, all other parts of this waiver shall remain valid and enforceable.

**The undersigned have read the above waiver and release, understand that they have given up substantial rights by signing it, and sign it voluntarily.**

Participant's Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Club/Affiliation: \_\_\_\_\_

Name of Parent/Guardian: \_\_\_\_\_ Signature: \_\_\_\_\_ Relationship: \_\_\_\_\_

**PLEASE PRINT NEATLY**

**"Releasees" referred to in above waiver include, but are not limited to, Kukui'ula Outrigger Canoe Club, the Koloa Plantation Days Committee, County of Kaua'i Parks and Recreation Department, all sponsors and donors to this event, their members, volunteers and/or employees.**