

Carole Kai Charities, Inc. dba Great Aloha Run Insurance Waiver & Release of Liability Form

In consideration of being allowed to participate/volunteer in any way with the Carole Kai Charities, Inc. dba. Great Aloha Run ("GAR") and its member organizations, athletics/sports programs/computer classes, President's Day weekend Hawaii Pacific Health Great Aloha Run and Great Aloha Run Expo, and related events and activities (together called the "GAR Activities"), I, the undersigned:

- 1. Understand and agree that prior to participating/volunteering, I will inspect the facilities and equipment to be used, and to the best of my ability believe that if anything is unsafe, I will advise GAR of such conditions and if not corrected to my satisfaction will refuse to participate.
- 2. Understand and agree to abide by all of these rules and requirements of GAR and GAR Activities.
- 3. Acknowledge and fully understand that each participant will be engaging in activities that involve risk of injury, including permanent disability or death, and social or economic losses which might result only from my own actions, inactions, or negligence of others, the rules of play, or the condition of the premises or any equipment used. Further, that there may be other risks not known to us or not reasonably foreseeable at this time.
- 4. Assume all the above risks and accept personal responsibility for any damages following such injury, permanent, disability or death, and other social or economic losses.
- 5. Release, waive, discharge, and agree not to sue GAR, its member associations, City & County of Honolulu, the State of Hawaii, event officials, its affiliated clubs, their respective administrators, officers, directors, agents, instructors, and other volunteers or employees of these organizations, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and leasers of premises and equipment used to conduct the event, all of which are hereinafter referred to as "releasee", from claims, demands, losses and damages on account of any injury, illness, or accident, including death or damage to property, caused or alleged to be caused in whole or part by the negligence of the releasee or otherwise.
- 6. Understand and agree to indemnify and hold harmless the releasee from any loss or for liability, including attorneys' fees.
- 7. Understand and agree that GAR reserves the right to cancel or modify GAR Activities due to the weather, emergencies, and unavailability of facilities, equipment, and personnel.
- 8. Media/Photo Release: Understand, authorize and grant full permission for GAR to take photograph(s), film, and recorded interview(s), to be used for publication that GAR may consider to be of benefit to the organization, and/or to further inform and educate the public.

I have read the above waiver and release and understand that I have given up substantial rights by signing it and sign it voluntarily. I understand that this waiver and release binds me, my parents (if I am a minor), guardians, heirs, administrators, agents, and representatives.

| Printed Name of Participant/Volunteer | |
|---|------------------------------------|
| Signature of Participant/Volunteer | Date |
| If Participant/Volunteer is a Minor (under 18 years | old) Signature of Parent/Guardian: |
| Printed Name of Parent/Guardian | |
| Signature of Parent/Guardian | Date |