

**ADULT WAIVER** Maui Paddling Hui (“MPH”) - 2020 RELEASE AND WAIVER OF LIABILITY  
(READ BEFORE SIGNING)

In consideration of my participation as a participant, volunteer, escort boat handler, driver, official, monitor, life guard, producer, media representative, or in any other manner, in any Maui Paddling Hui (hereinafter referred to as “MPH”) race, event and/or activities, including transportation to and from activities (hereinafter referred to as the “Event”), the undersigned acknowledges, appreciates, and willingly agrees to the following:

1. Assumption of Risk. I understand and acknowledge the physical and mental rigors associated with the Event and realize that paddling, boating, and swimming, and other portions of the Event are inherently dangerous and represent an extreme test of a person’s physical and mental limits. I understand that participation in this open ocean race Event involves risk and dangers including dangerous tides, currents, waves, and wind; adverse weather conditions, including temperature extremes, thunder and lightning, severe and varied wind; dangerous surf conditions; water quality hazards; contact or collision with participants, spectators, boats, marine vehicles, or other man-made or natural objects; imperfect course conditions; equipment failure and/or malfunction or misuse of equipment; inadequate safety measures; participants of various skill levels; marine hazards (animate and inanimate) of all types; situations beyond the immediate control of Event Organizers; and other undefined harm or damage which may not be readily foreseeable (“Risks”). The risk of injury from the activities involved in this Event are significant, including the potential for permanent paralysis, serious injury, property loss, or death. The risks include, but are not limited to, minor injuries (such as cuts, bruises, muscle strains and sprains, fatigue, exhaustion, chill, dizziness, and sun burn) to major injuries (such as broken bones, heat exhaustion, heat stroke, hypothermia, dehydration, and concussions) to catastrophic injuries (such as, drowning, heart attacks, serious injuries to the head, neck, and/or back, and other injuries that may cause permanent damage, paralysis, or even death). I acknowledge that I am voluntarily participating in the Event and understand the risks involved. I hereby assume full responsibility for all Risks arising out of, related to or connected with my participation in the Event.
2. Release. Acceptance of my participation in the Event is without assumption of liability or responsibility of any kind by MPH, owners and lessors of the premises used to conduct the Event, the County of Maui and/or The State of Hawaii, MPH’s directors, officers, employees, volunteers, representatives, and agents, the event holders, event sponsors, event directors, event and escort boat captains/operators, event and escort boat crew, and/or event volunteers. In consideration of acceptance of my entry and participation in the Event, I do hereby for and on behalf of myself and my heirs and legal representatives, release, waive and forever discharge MPH, owners and lessors of the premises used to conduct the Event, the County of Maui and/or The State of Hawaii, MPH’s directors, officers, employees, volunteers, representatives, and agents, the event holders, event sponsors, event directors, event and escort boat captains/operators, event and escort boat crew, and/or event volunteers, and their respective officers, directors, committees, employees, volunteers, representatives, successors and assigns (collectively, the “Released Persons”), of and from any and all loss liability, claims and damages of any kind or nature whatsoever (“Claims”), including, but not limited to, Claims for bodily injury, death, drowning, or loss of personal property, whether caused by negligence of the Released Persons or otherwise, arising out of or related to, or in connection with my participation in the Event, including travel to and from the Event. I further agree not to sue or bring any legal action or assert any Claim against the Released Persons arising out of or relating to my participation in the Event.
3. Medical Consent and Certification of Fitness. I understand that the Event is an extreme test of a person’s physical and mental limits, and I certify that I am physically fit, have sufficiently trained for participation in the Event and have not been advised not to participate in the Event by a medical provider. I understand and acknowledge that it is my responsibility (in consultation with my physician if necessary) to determine whether any medical conditions exist which may pose a threat to the health or safety of myself or others while participating in the Event. I understand that there may be no qualified medical care provided by the Released Persons. However, if medical care in relation to the Event is rendered, I hereby consent to the rendering of emergency first aid

and other medical procedures that at the time of injury or illness seem reasonable, appropriate, or necessary and release all Released Persons from any and all Claims on account of any such first aid or medical procedures rendered. I further understand that I will be responsible for payment for any such medical procedures if charges are incurred.

4. Publicity Consent. I hereby grant to MPH, event holders, producers, sponsors, organizers, and media, their successors and assigns, the right to record, use, publish, sell and distribute my photograph, image, appearance, voice, video, actions, and other likeness of me, whether taken, developed or otherwise acquired by them in connection with the Event, without compensation, for any purpose and through any medium.
5. Notification. I understand that the Event may be canceled with no refunds if weather, water, or environmental conditions are deemed hazardous to participants.
6. Rules and Regulations. I certify that I have read the current MPH race rules and all other rules and requirements for the Event and hereby agree to abide by all applicable rules and regulations and codes of the Event, the County of Maui and the State of Hawaii.
7. Binding Effect. This Release shall be binding upon the parties hereto and their heirs, administrators, representatives, executors, successors and assigns. This Release shall be governed and construed in accordance with the laws of the State of Hawaii.
8. Parental Consent. If the participant is under 18 years of age, my (participant's) parent or legal guardian, by signing below, hereby agrees to this Release on their behalf and on my (participant's) behalf.
9. Indemnification. I further agree that if despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Persons, I will indemnify, defend and hold harmless each of the Released Persons from any such liability which may be incurred as the result of such claim.

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.

BY SIGNING BELOW, I CERTIFY THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE TERMS OF THIS RELEASE AND I HEREBY RELEASE, WAIVE AND COVENANT NOT TO SUE, AND FURTHER AGREE TO INDEMNIFY THE RELEASED PERSONS. I confirm that I am indeed the person, or guardian, signing this agreement which is legally binding.

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NAME OF ADULT PADDLER (PLEASE PRINT)

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**SIGNATURE** OF ADULT PADDLER

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**DATE**