

**WAIKIKI YACHT CLUB, WYC IKAIKA WATERMAN'S PROGRAM,
AND WYC PADDLING PROGRAM
WAIVER AND RELEASE OF LIABILITY
READ BEFORE SIGNING**



IN CONSIDERATION of being permitted to participate in anyway in the Waikiki Yacht Club, WYC IKAIKA Waterman's Program, WYC Paddling Program and any related activities ("collectively "Activities") ;

I, for myself ,my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of Waterman's Activities, paddling and any related activities and hereby warrant that I am qualified, in good health, and in proper physical condition to participate in such Activities and willingly agree to comply with the Standards, Rules and customary terms and conditions of participation in the Activities.
2. FULLY UNDERSTAND that: (a) WYC IKAIKA Waterman's Program Activities, WYC Paddling Program Activities and any related activities INVOLVE RISKS AND INHERENT DANGERS OF HARM TO PERSON AND SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH as well as PERSONAL PROPERTY DAMAGE AND LOSS (collectively "Risks") (b) exposure to these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in, coaching, assisting or watching such Activities, the weather, wind, sea, current or other conditions in which the Activities take place, or THE NEGLIGENCE OF THE RELEASEES" NAMED BELOW and(c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ANY AND ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES , COSTS, AND DAMAGES that I incur as a result of my participation or the participation of the Minor (entered and described below) in such Activities.
3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE Waikiki Yacht Club, WYC IKAIKA Waterman's Program, WYC Paddling Program and their affiliated clubs, their respective coaches, assistants, administrators, directors, agents, officers, members, volunteers, and employees, other participants, any donors, sponsors, advertisers, and; owners and lessors of premises on or from which the Activities commenced or take place, (each of which is considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, PERSONAL INJURIES, DAMAGE TO PROPERTY, OR OTHER DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if , despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the RELEASEES, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

PRINTED NAME OF PARTICIPANT:SIGNATURE.....

ADDRESS:.....
(Street) (City) (State) (Zip)

DATE OF BIRTH:/...../..... PHONE:.....EMAIL.....

DATE:/...../.....

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

AND I, THE MINOR'S PARENT / LEGAL GUARDIAN, UNDERSTAND THE NATURE OF WYC IKAIKA WATERMAN'S Program and WYC PADDLING Program ACTIVITIES AND KNOW THE MINOR'S EXPERIENCE AND CAPABILITIES AND WARRANT THAT THE MINOR IS QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITIES. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEE'S FROM ALL LIABILITY, DEMANDS, LOSSES OR CLAIMS AGAINST "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST WHICH MAY INCUR AS THE RESULT OF SUCH CLAIM.

PRINTED NAME OF PARENT/GUARDIAN:SIGNATURE.....

ADDRESS:.....
(Street) (City) (State) (Zip)

DATE OF BIRTH:/...../..... PHONE:.....EMAIL.....

DATE:/...../.....