

## Accident Waiver and Release of Liability

### Rainbow Sandals 2009 Molokai to Oahu Paddleboard Race presented by Honolulu Surf Company

I am applying for entry into The Rainbow Sandals Molokai To Oahu Paddleboard Race presented by Honolulu Surf Company to be held on July 26, 2009. I realize this is an open ocean race subject to tides, currents waves, wind, and marine hazards (animate and inanimate) of all types. I fully realize that events of this nature will entail a great deal of risk to me, both for serious injury and even death. I also realize that this event could not be held unless I am willing to assume all consequences of these risks. Therefore I assume full responsibility to inform myself as to all the dangers and risks and I sign this **Accident Waiver and Release of Liability** as a legally binding method of personally assuming all of these risks. In consideration of my entry I agree to execute this **Accident Waiver and Release of Liability**.

I acknowledge that The Rainbow Sandals Molokai To Oahu Paddleboard Race presented by Honolulu Surf Company is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to those caused by terrain, facilities, temperature, weather, condition of athletes, lack of hydration, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, escorts, spectators, event officials, event monitors, and or producers of the event. I hereby assume all of these risks of participating, and/ or volunteering, and/or escorting this event. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently trained for participation in the event and have not been otherwise advised by a qualified medical person.

I have read all rules and requirements for The Rainbow Sandals Molokai To Oahu Paddleboard Race presented by Honolulu Surf Company and agree to comply with all rules and requirements, failure to comply would constitute negligence on my part.

I understand that this is an open ocean race and there will be no qualified medical care available.

I understand that at this event and other related activities, I may be photographed. I agree to allow my photo, video or film likeness to be used by the event holders, producers, sponsors, organizers and or assigns.

I acknowledge that this **Accident Waiver and Release of Liability form** will be used by the event holders, sponsors and organizers, in which I may participate and that it will govern my actions and responsibilities at said events.

In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: (A) Waive, Release and discharge from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me including my traveling to and from this event, THE FOLLOWING ENTITIES OR PERSONS: Epic Sports Foundation, Rainbow Sandals Inc., Honolulu Surf Company, Maui Jim Sun Glasses, Dukes's Restaurant, Escort Boats Hawaii, West Molokai Resorts and Condominiums, Kalua Koi Poolside LLC, the City and County of Honolulu and/or The State of Hawaii, their directors, officers, employees, volunteers, representatives, and agents, the event holders, event sponsors, event directors, event volunteers; (B) Indemnify and Hold Harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this event, whether caused by negligence of releases or otherwise.

This **Accident Waiver and Release of Liability** shall be constructed broadly to provide a release and waiver to the maximum extent of the law.

I hereby certify that I have read this document and all accompanying rules and safety recommendations: and, I understand their contents.

\_\_\_\_\_  
Print Participant's Name      Age      Participants Signature      Date

If competing as a team, both members must sign

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Print Participant's Name      Age      Participants Signature      Date