

MAKANALANI KIDS (a Hawaii Non Profit Corporation)

ACKNOWLEDGMENT OF RISKS, ASSUMPTION OF RISK & RESPONSIBILITY, RELEASE OF LIABILITY

Every participant must complete one (one per person), and minors need a parent/guardian signature.

WARNING: Although precautions are taken to provide a safe and enjoyable experience while at Makanalani, there can be no guarantee of absolute safety against injury and accident. There are significant elements of risk in any adventure, sport, or activity associated with the outdoors as well as while staying at the Makanalani property.

ACKNOWLEDGMENT OF RISKS: I recognize that during my stay at the Makanalani property I am staying under the direct care and supervision of _____ (Organizing Group Name Here). Activities both on Makanalani property and off site will be initiated and supervised by this organizing group. I understand Makanalani staff will only assist this organized group in determining locations and boundaries for such activities and Makanalani staff will only participate under the supervision of the organized group's staff. If my group chooses to engage in any offsite activities, I understand Makanalani assumes no responsibility for any safety decisions made, activities chosen, or accident or injury result of any offsite activity. While on Makanalani property, I acknowledge there are inherent dangers both known and unknown in youth activities such as group games, helping in the kitchen, and camp fire settings. I acknowledge I must wear appropriate clothing and footwear for all activities as a basic safety precaution. I further realize that during my stay at Makanalani, personal property may be damaged or lost.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: In recognition of the inherent risks of the activities which I or any minor children for which I am responsible, will engage in, I confirm that I (or the participant) is physically and mentally capable of participating in the activity and/or using equipment. I participate willingly and voluntarily and I assume full responsibility for injury, accidents or illness, including death. I also assume responsibility for damage to or loss of personal property as the result of any accident that may occur. I accept and assume the risk(s) of injury, accidents and/or illness, including but not limited to sprains, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions, and/or contusions; dehydration, oxygen shortage (anoxia); head, neck, and/or spinal injuries; animal bite or attack, insect bite, allergic reaction; shock, paralysis, drowning, and/or death; Heat related illnesses including sun burn, heat exhaustion, and heat stroke.

COVENANT OF GOOD FAITH: I recognize that you, as provider of services, will operate under a covenant of good faith and fair dealing, but that Makanalani may find it necessary to terminate an activity due to forces of nature, medical necessities or other problems. I accept your right to take such actions for the safety of myself and/or other participants. I acknowledge that no guarantees have been made with respect to objectives.

MEDICAL TREATMENT RELEASE: I hereby authorize any medical treatment deemed necessary in the event of any injury or illness while participating in an activity at Makanalani or while on the property. I represent that my consent to medical treatment is legally sufficient and that no consent from any other person is required by law. I either have appropriate insurance or in its absence, agree to pay all costs of rescue and/or medical services as maybe incurred on my behalf. I further authorize the attending group organizer and/or Makanalani Staff to control and administer any and all medications.

PROMOTIONAL MATERIAL RELEASE: I agree that any film, photographs, media of me, and any spoken comments or written evaluations, become your property and may be used for any advertising, promotional or commercial purposes.

First Name: _____ Last Name: _____

Phone: _____ - _____ - _____ Birth Date: ____ / ____ / _____

Street: _____

City: _____ State: ____ Zip: _____

Email: _____

Emergency Contact: _____ Phone: _____ - _____ - _____

Allergies: _____

Medical Conditions & Medications: _____

Medical Insurance details: _____

Anything else we should know: _____

Competent swimmer? _____

I have read the foregoing acknowledgement of risks, assumption of risks and responsibilities, and release of liability. I understand that by signing this document I may be waiving valuable legal rights.

Participant or Parent/Guardian: _____ Date: _____