

Cultural Institute of America's Project Hawai'i
AGREEMENT AND RELEASE OF LIABILITY

PARTICIPANT'S NAME: _____ AGE: _____

Last First MI

Street ADDRESS: _____

Mailing Address: _____

CITY _____ STATE: _____ ZIP: _____

DATES ENROLLED: _____

LOCATION OF CAMP: The Islands of Hawai'i, USA

DIRECTOR/FACILITATOR OF Project Hawai'i Teen Mentoring Summer Camp: Magin Patrick & Kalipa Kama

On behalf of myself, my teen participant, my personal representative, assigns, heirs and next of kin, as well as others involved in the said minor's life. I AGREE TO THE FOLLOWING DOCUMENT AND CONTENT!

THIS DOCUMENT INCLUDES A RELEASE OF LEGAL RIGHTS & LIABILITY WAIVERS.

PLEASE READ CAREFULLY BEFORE SIGNING.

I request permission to allow Participant to take part in Project Hawai'i. In consideration for Participant's participation in Project Hawai'i, I agree as follows:

1. **Voluntary Activity.** In consideration of being given the opportunity to participate in the Cultural Institute of America and in partnership with Christmas Wish Program, Inc., summer camp and adventure tour activities, water sports, land excursions, while riding in vehicles, on a tour, or within programs set agendas set forth by secure planned itinerary during the program policy term from departure of your home to Oahu, through the date to be set on or before the selected starting and including pre-tour transfers for set dates chosen. I understand and agree that participation in Project Hawai'i is purely voluntary and I will participate freely in all activities presented to achieve the goals of the projects success.

2. **Release of Liability.** On behalf of myself/the Participant, and Participant's heirs, personal representatives, guardians, successors, and assigns, I hereby unconditionally, irrevocably and absolutely release, discharge and agree to indemnify and hold harmless CIA, CWP, and Project Hawai'i, its board of trustees, owners, directors, officers, employees, agents, attorneys, insurers, divisions, successors and assigns, and any related holding, parent, sister or subsidiary corporations or entities from any and all and all loss, liability, claims, demands, causes of action, costs or expenses (including attorneys' fees), damages or suits of any type, whether in law and/or in equity, related directly or indirectly, or in any way connected with Participant's participation in the Program. In addition, I understand if my misconduct is seen as a threat or as a hazard to other participants, I will be released from the program and sent home at my own expense. I understand that if I am removed from the program, and needing lodging before transfers can be made, I will be escorted by a staff member at my parent's expense, including but not limited to staff stipend, hotel, food costs, and extra transportation rental needed. These costs will be wired to our agency once the dismissal has been made with a min. fee of \$500.00 without any refunded expense allowance.

3. **Acknowledgment of Risk.** I understand, recognize and agree that there are dangers, hazards and risks associated with participation in the Program. I understand that participation in the Program can result in injury, property damage and/or death. I acknowledge that I understand and have fully considered the dangers, hazards and risks associated with the Program, and voluntarily assume the risks associated with Participant's participation in the Program. I give my consent and approval for Participant to participate in the Program.

4. **Fitness to Participate.** I hereby represent and certify that Participant is physically and medically able to participate in the Program and has no physical or medical condition that would make his or her participation in the Program unsafe or dangerous to Participant or to others. I certify that Participant has been seen by a healthcare provider within the last year.

I FULLY ACCEPT AND ASSUME ALL SUCH RISKS:

- a. Water and Land Excursions which could lead to permanent disability, paralysis and death risks.
- b. Travel land, air or sea may have other risks and climate or weather conditions that could result in unforeseen loss not known to me or staff/companies, agencies, volunteers or other relative personnel.

I agree and warrant and understand that all activities have been fully examined and inspected for my safety, and agree to follow all safety rules set forth for each ACTIVITY in which I take part as a participant. If I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge of the activity and will REFUSE to participate in the activity until the condition has been corrected to my satisfaction. I understand that the contracted vendor has made every complete effort to assure my safety and will go over safety rules, guidelines, and measures. I understand that before each excursion either land, air or sea, I will be instructed of safety rules, regulations and have ample time to have any questions I may have answered for my complete understanding and safe cooperation during the tour.

4. Emergency Medical Treatment. I understand and agree that Project Hawai'i does not have medical personnel available at the location of the Program activities. I hereby grant Project Hawai'i permission to transport Participant to and authorize emergency medical treatment for Participant, and that such action shall be subject to the terms of this Agreement. I agree to pay for all expenses incurred for the transportation of Participant to and Participant's receipt of emergency medical treatment. I understand and agree that Project Hawai'i assumes no responsibility for any injury or damage which might arise out of, or in connection with such authorized emergency medical treatment.

I also give any staff, or volunteer over the age of 18 to sign for any medical procedure that is in my teen's best interest and in a life altering situation. I also give permission for the staff to give medicine prescribed by doctors, and or over the counter medicine for the better health of my teen for any medical reason, including sickness or any sorts.

5. Insurance. I represent and agree that Participant is covered by adequate health insurance necessary to cover any and all medical costs that may be incurred as a result of or may arise out of Participant's participation in the Program. I agree to pay for any costs related to the medical treatment of Participant that are not covered by insurance. I have completed and attached the "Medical Insurance Information" forms in duplicate. I also have signed Agreement a copy of Participant's medical insurance form. In addition, I have enclosed my teen's dental insurance if different from medical insurance.

6. Photographs/Video. I understand that my teen will be videoed and have photos taken throughout the entire program. I consent to the use by Project Hawai'i of any photographs of Participant for publicity, promotion, advertising or other legitimate purposes. Including on our website, in brochures, camp books, or other media we find to be important to the overall goal of our programs success for the homeless children. I release all rights and royalties for use of said material. I give permission for my teen to be photographed by CIA, CWP, and other vendors or agents participating in the tour. I understand that camp books will be sent to all participants in the tour afterwards and cannot dispute entries. My teen may have the opportunity to suggest photos for camp books, or other photos they may or may not like to be included, but realize that the camp has final approval of all photos selected.

7. I acknowledge and Agree that I have carefully read this Agreement and fully understand its contents. I acknowledge that I am voluntarily executing this Agreement of my own free will after having had the opportunity to consult with legal counsel of my own choosing. I acknowledge and understand that this Agreement releases Project Hawai'i and others described above from any and all liability in connection with any injury or damages or losses of any nature suffered as a result of Participant's participation in the Program. I agree and understand that this Agreement binds all members of Participant's family, estate, heirs, administrators, personal representatives and assigns.

I am Participant's ___parent/ ___guardian, and am fully competent to sign this Agreement. I execute this Agreement for full, adequate, and complete consideration and fully intend for Participant, for me, and for Participant's family, estate, heirs, administrators, personal representatives and assign to be bound by this Agreement.

Parent/Guardian Name (please print): _____ Date: _____

Parent/Guardian Signature: _____ Date: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Participant's Signature: _____ Date: _____

This assures that the participant has read and understood their responsibility to the program's success, participating, release of program for behavior and other aspects that are expected of the teens participation.

