

**PARENT/LEGAL GUARDIAN  
CONSENT, WAIVER, RELEASE AND INDEMNITY AGREEMENT  
Non-University of Hawai'i Event or Activity**

**To be completed by User of UH facilities:** [Note: Provide detailed description of the Event/Activity, including, as applicable, name of program, dates/times, location(s), nature of activities]

**Event/Activity:** The following activities shall be included in and defined as part of the "**Event/Activity**":

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**To be completed by parent/legal guardian:**

I understand that the Event/Activity described above is an optional and voluntary program being offered to my child, \_\_\_\_\_. In consideration for my child's participation in the Event/Activity, I agree to the following on behalf of myself, my child, and our heirs, executors, administrators, and personal representatives:

1. Representation of health. I understand the nature of the Event/Activity and I represent that my child is in good physical, mental, and emotional health and able to participate in the Event/Activity. I have disclosed to the University of Hawai'i any medical, physical, mental or emotional condition that could affect my child's participation in the Event/Activity. I have instructed my child to immediately cease further participation in the Event/Activity if, at any time, my child believes the conditions of my child's participation in the Event/Activity to be unsafe. I further agree to and represent that in connection with my child's participation in the Event/Activity: (a) my child will be covered by a private medical, health and/or liability insurance policy and if my child is not covered by such insurance policies, I acknowledge and agree that any injury or medical condition that my child may sustain or suffer and any injury or medical condition my child may cause in connection with my child's participation in the Event/Activity will not be covered by any insurance policies held or obtained by the University of Hawai'i, (b) my child is not employed by the University of Hawai'i (or my child is employed by the University of Hawai'i but not participating in connection with my child's employment), and (c) the University of Hawai'i will not be responsible for or required to indemnify or defend my child or me with respect to any illness, personal or bodily injury, death, economic and property damage, severe emotional loss, and any other loss, damage, or injury (collectively the "**Injuries/Damages**") that I or my child may sustain or suffer in connection with my child's participation in the Event/Activity.

2. Assumption of risk. I understand and acknowledge the dangers and risks involved in my child's participation in the Event/Activity including the Injuries/Damages. These Injuries/Damages may be caused by the actions or inactions of my child or others participating in the Event/Activity and/or the conditions where the Event/Activity occurs. I acknowledge that there may be other Injuries/Damages that my child may sustain or suffer that are not known to me or my child or not readily foreseeable at this time. I fully accept and assume all risks of the Injuries/Damages resulting from my child's participation in the Event/Activity. I have read and understood all written materials setting forth the requirements for my child's participation in the Event/Activity and I have instructed my child to observe, follow, and comply with all verbal and written instructions from authorized personnel conducting the Event/Activity.

3. Waiver and release. I hereby waive, release, and discharge the University of Hawai'i from any and all claims, demands, actions, rights, and causes of action for any and all Injuries/Damages, known or unknown, related to, arising from, or traceable either directly or indirectly to my child's participation in the Event/Activity (collectively the "**Released Claims**").

4. Indemnify, defend, and hold harmless. I accept full responsibility for my child's participation in the Event/Activity and I agree to indemnify, defend, and hold harmless the University of Hawai'i, and its past, present and future governing board members, directors, regents, trustees, officers, employees, agents, and assigns from any and all Released Claims and any and all demands, actions, judgments, injunctions, orders, directives, penalties, assessments, liens, liabilities, losses, damages, costs, and expenses (including attorneys' fees), arising or resulting from or caused by any acts or omissions by my child or myself during, involving, or related to my child's participation in the Event/Activity.

5. Medical Consent. I consent to, and authorize any available medical professional and others working under their supervision to provide medical treatment or care to my child for any injury or illness arising from or related to my child's participation in the Event/Activity, and agree to pay any and all medical expenses, costs and other charges, and to release, discharge, indemnify, defend, and hold harmless the University of Hawai'i, and its governing board members, directors, regents, trustees, officers, employees, agents and assigns from and against any and all liability, claims, demands and actions arising from or connected with such medical treatment or care. I give permission to the University of Hawai'i to undertake any emergency/urgent treatment or medical care for my child that may be deemed necessary for my child's health. Also, if my child's hospitalization is deemed to be medically necessary, I give permission for my child's hospitalization. I understand and consent to medical treatment of my child by emergency medical services ("**EMS**") personnel and other licensed medical personnel, whether EMS personnel or the other licensed medical personnel are available onsite during the Event/Activity or requested to come to the site of the Event/Activity.

I have read this Parent/Legal Guardian Consent, Waiver, Release, and Indemnity ("**Agreement**") and I understand that my child and I are giving up substantial rights, including the right to sue. I acknowledge that my child is participating in the Event/Activity freely and voluntarily. I agree that: (a) the laws of the State of Hawai'i shall apply to this Agreement and (b) if any portion of the Agreement is deemed or held invalid, the remainder of the Agreement shall continue in full force and effect.

Signature of Minor Participant	Print Name	Date
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Signature of Parent/Legal Guardian	Print Name	Date
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Signature of Parent/Legal Guardian	Print Name	Date
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(Co-signature of parent/legal guardian is required if Participant is under 18 years of age)

(If parents are divorced, both parents must sign this Agreement.)

(If signed by more than one Parent/Legal Guardian, all Parents/Legal Guardians will be covered by the terms "me", "myself," and "I")