

## CONSENT, WAIVER, RELEASE AND INDEMNITY AGREEMENT

Event: **CCB Fall 22 Welcome Back Bash**

Date: **August 26, 2022**

Location: **UH Manoa, Campus Center Courtyard**

In consideration for my involvement or participation in **Fall 22 Welcome Back Bash**, I agree to the following on behalf of myself and my heirs, executors, administrators, and personal representatives:

1. **Representation of health.** I hereby acknowledge, agree, and represent that I understand the nature of **Fall 22 Welcome Back Bash** and that I am in good health and in proper physical, mental, and emotional condition to participate in **Fall 22 Welcome Back Bash**. If, at any time, I believe the conditions of my participation to be unsafe, I will immediately discontinue further involvement or participation in **Fall 22 Welcome Back Bash**. I further acknowledge, agree, and represent that in connection with my participation in **Fall 22 Welcome Back Bash**: (a) I will be covered by a private medical and liability insurance policy, (b) I am not employed by the University of Hawai'i, and (c) the University of Hawai'i will not be responsible for or required to indemnify or defend 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 may sustain or suffer arising out of or in connection with my involvement or participation in **Fall 22 Welcome Back Bash**.
2. **Assumption of risk.** I understand and acknowledge the dangers and risks involved in my involvement or participation in **Fall 22 Welcome Back Bash** which include the "Injuries/Damages". These Injuries/Damages may be caused by my own actions or inactions, the action or inactions of others involving or participating in **Fall 22 Welcome Back Bash**, and the conditions in which **Fall 22 Welcome Back Bash** takes place. I acknowledge that there may be other Injuries/Damages either not known to me or not readily foreseeable at this time. I hereby fully accept and assume all risks of the Injuries/Damages resulting from my involvement or participation in **Fall 22 Welcome Back Bash**. I have read and understood all written materials setting forth the requirements for my participation and I will strictly observe, follow, and comply with all verbal and written instructions, and I will seek clarification and further explanation if I do not understand any of the written materials or verbal instructions.
3. **Waiver and release.** On behalf of myself and my heirs, personal representatives and assigns, I hereby waive, release, and discharge any and all claims, demands, actions, rights, and causes of action on account of any loss, including damage to personal property, personal or bodily injuries, and death, related to, arising from connected with or traceable either directly or indirectly to my involvement or participation in **Fall 22 Welcome Back Bash** (collectively the "Released Claims").
4. **Indemnify, defend, and hold harmless.** I hereby accept full responsibility for my participation in **Fall 22 Welcome Back Bash** and I agree to indemnify, defend, and hold harmless the University of Hawai'i, and its past, present and future Board of Regents, officers, employees, agents, and assigns from any and all Released Claims and any and all demands, actions, judgments, injunctions, orders, rulings, directives, penalties, assessments, liens, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs), arising or resulting from or caused by any of my acts or omissions (or by any person whom I am responsible) during, involving, or related to my participation in **Fall 22 Welcome Back Bash**.
5. **Photo, Video and Sound Recording Release and Consent.** I authorize the University of Hawai'i and its officers, agents, employees, successors, licensees, and assigns to take and use photographs, video, and sound recordings of and/or live stream my participation in **Fall 22 Welcome Back Bash**, and to use my name, image, likeness, appearance, and voice (collectively the "Recordings"): (a) for any legitimate purpose, including any educational, institutional, scientific, fundraising or informational purposes whatsoever, (b) in perpetuity, (c) on a worldwide basis, (d) without compensation to me, (e) in any manner or media, including use on social media sites and web pages accessible to the general public, and (f) alone or in combination with other Recordings. All right, title, and interest in the Recordings belong solely to the University of Hawai'i. I understand **Fall 22 Welcome Back Bash** may attract media coverage or be recorded, in whole or in part, for rebroadcast or retransmission, and consent to my inclusion in such media coverage, which may appear in print media, live or replay telecast or broadcast, podcast, and/or through social media and internet postings.

I have read this Consent, Waiver, Release, and Indemnity ("Agreement") and I understand that I am giving up substantial rights, including the right to sue. I acknowledge that I am participating in the **Fall 22 Welcome Back Bash** freely and voluntarily. I agree that: (a) this Agreement shall be interpreted and enforced in accordance with the laws of the State of Hawai'i 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 Participant

\_\_\_\_\_  
Print Name


\_\_\_\_\_  
Date

*If participant is under 18 years of age:*

\_\_\_\_\_  
Signature of Parent/Legal Guardian

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

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# MEDICAL CONSENT FORM

I consent to, and authorize any medical professional and others working under their supervision to provide medical treatment or care to me \_\_\_\_\_ for any

(Print Participant's Name)

injury or illness arising from or related to my involvement or participation in Salsa Night 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, State of Hawai'i, and their regents, officers, employees, agents and assigns from and against any and all liability, claims, demands or 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 me that may be deemed necessary for my health. Also, if my hospitalization is deemed to be medically necessary, I give permission for my hospitalization.

_____	_____	_____
Signature of Participant	Print Name	Date

*If participant is under 18 years of age:*

_____	_____	_____
Signature of Parent/Legal Guardian	Print Name	Date

## Participant's Emergency Contact Information:

1st Contact Name: \_\_\_\_\_ Phone #: (\_\_\_\_\_)\_\_\_\_\_

2nd Contact Name: \_\_\_\_\_ Phone #: (\_\_\_\_\_)\_\_\_\_\_

## Physician's Emergency Contact Information:

Contact Name: \_\_\_\_\_ Phone #: (\_\_\_\_\_)\_\_\_\_\_