

**RELEASE OF LIABILITY, WAIVER OF CLAIMS & ASSUMPTION OF RISK**  
**For participants in the Honolulu Rainbow EKIDEN, March 10-11, 2018**

**Please Read This Carefully**

Participation in the Honolulu Rainbow EKIDEN(hereafter referred to as the "EKIDEN") involves significant risks which may result in serious bodily injury and/or death. Some of the risks include, but are not limited to, slips, falls, cuts, burns, exposure to heat, sun, wind and adverse weather conditions, sprains, strains, fractures of bones in the body, dehydration, fire, and problems with cooking equipment, food service equipment, amusement rides, electrical wiring, tents, canopies, vending booths and temporary facilities.

I am aware that participation in the EKIDEN involves risks which may result in serious bodily injury and/or death. I understand that the description of risks in this Release of Liability, Waiver of Claims & Assumption of Risk (hereafter referred to as "Document") is not complete and that other risks or events that are known or unknown, anticipated or unanticipated, may result in serious bodily injury and/or death. In consideration of being permitted to participate in the Festival as a volunteer, I agree on my own behalf and on behalf of my children and all minors in my care, custody or control (hereafter included in "I" or "my") to assume full responsibility for the risks identified herein and those risks not specifically identified, and hereby release from liability and waive any and all claims that I have or may have in the future against the **Honolulu Festival Foundation, JTB Hawaii Inc., and each of their affiliates, subsidiaries, officers, employees, contractors, subcontractor, agents, representatives and assigns, and any and all parties or persons acting on their behalf in connection with the EKIDEN(hereafter collectively referred to as "Releasees")**. My participation in the EKIDEN is purely voluntary. No one is forcing me to participate and I elect to participate having full knowledge of the risks associated with my participation.

\_\_\_\_\_(initial) I certify that: (1) I am in good physical health; (2) I am physically able to participate in the Festival safely; and (3) I have received the necessary instruction to participate as a volunteer in the EKIDEN safely.

I agree to fully and forever release and discharge, and not to sue, Releasees for any injuries or damages, including property damage that may result from, arise out of or be related in any way to participation in the Festival. If any portion of this Document shall be declared unenforceable for any reason, the unenforceable portion shall be considered severed from the Document and the remainder of the Document shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

I ACKNOWLEDGE THAT I HAVE READ THIS ENTIRE DOCUMENT AND THAT I UNDERSTAND ITS TERMS AND AGREE TO BE BOUND BY THEM. I UNDERSTAND THAT THE EFFECT OF THIS DOCUMENT IS THAT I AM RELEASING LIABILITY AND WAIVING MY RIGHT TO SUE RELEASEES AND I AM ASSUMING RISK FOR MATTERS RESULTING FROM, ARISING OUT OF OR RELATING IN ANY WAY TO MY PARTICIPATION, INCLUDING THE PARTICIPATION OF MY CHILDREN OR OTHER MINORS IN MY CARE, CUSTODY OR CONTROL, IN THE FESTIVAL, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, DEATH AND PROPERTY DAMAGE. I ACKNOWLEDGE THAT THIS DOCUMENT APPLIES EVEN IF RELEASEES MAY BE NEGLIGENT IN WHOLE OR IN PART. I UNDERSTAND THAT THIS DOCUMENT APPLIES TO AND SHALL BE EFFECTIVE AND BINDING UPON ME, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVE, ESTATE, ALL MEMBERS OF MY FAMILY, MINORS AND OTHERS IN MY CARE, CUSTODY OR CONTROL.

**Name of participant (please PRINT):** \_\_\_\_\_ **DATED:** \_\_\_\_\_

**Signature of participant:** \_\_\_\_\_

**Address:** \_\_\_\_\_

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**For participants in the Rainbow EKIDEN 2018, March 10-11, 2018**

If participant is under 18 years of age:

**INDEMNIFICATION**

I expressly agree to indemnify, defend and forever hold harmless Releasees against any loss or liability resulting from any and all claims, demands, or actions that have been made or may hereinafter at any time be made or brought against Releasees by the participant or any person or any entity holding by or through the participant or any insurance carrier or organization or person for payment or reimbursement of any debts, obligations, liens, joint tortfeasor claims or claims for contribution or indemnity, relating in any way to the injuries and/OR damages sustained or claimed by participant in the Festival. This indemnification provision shall apply even if the claim, demand or action is based in whole or in part on actual or alleged negligence or other fault or responsibility on the part of Releasees.

**Name of participant (please PRINT):** \_\_\_\_\_ **DATED:** \_\_\_\_\_

**Name of parent or guardian (please PRINT)** \_\_\_\_\_

**Signature of parent or guardian:** \_\_\_\_\_