

HEALTH AND SAFETY GUIDELINES

During the time of Covid-19

I have read and agree to the health and safety guidelines for Nā Kālai Wa‘a.

Signature of Participant : _____ **Date:** _____

Signature of Parent/Guardian: _____ **Date:** _____
(For those under the age of 18 only)

WAIVER OF LIABILITY, RELEASE, AND ASSUMPTION OF RISK AGREEMENT

I, _____ (hereinafter Participant/Crew) desire to participate on any / all properties that are under the guardianship of Nā Kālai Wa‘a. Participants / Crew realize that Nā Kālai Wa‘a will only permit he / she on properties under the conditions that the above-named individual, be it he / she, understand and agree to all of the terms of this Waiver of Liability, Release and Assumption of Risk Agreement. Participant / Crew acknowledges and understands that on all sea going vessels under the care and guardianship of Nā Kālai Wa‘a, there are inherent risks and dangers involved in all: Port to Port, Coastal, Inter-island and Open-ocean voyaging. The fore mentioned participant/crew hereby agrees to assume all personal risks that may occur as a part of this visit, excursion, trip, cruise, journey, or voyage whether known or unknown. If you agree to this statement and accept these terms, **please place your initials here:** _____

Participant / Crew hereby waive all claims which he/she may have for damages of any kind resulting from injuries, personal or otherwise, which may be suffered as a result of breakage or malfunction of gear and from any and all other causes on all properties under the guardianship of Nā Kālai Wa‘a. The Captain of the vessels or Nā Kālai Wa‘a shall not be held liable to Participant / Crew or anyone claiming by or through, for any damages or claims of any kind as a direct or indirect result of Participant / Crew being on properties under Nā Kālai Wa‘a. Participant / Crew hereby forever release and hold harmless Nā Kālai Wa‘a, properties of Nā Kālai Wa‘a and the Captain of the vessels from any and all damages, claims, and / or liabilities of any kind or nature which result directly or indirectly from Participant / Crew being aboard the vessel. This assumption of risk and waiver and release of liability contained herein, is an essential element of Nā Kālai Wa‘a and the respective Captain, grant or permission for Participant / Crew to board the vessel or partake in any activities on properties under Nā Kālai Wa‘a.

This agreement of risk and waiver and release of liability contained herein is an essential element of Nā Kālai Wa‘a and the respective Captain: I understand all of the terms and conditions provided above; I understand that I will not be permitted to go aboard any and all vessels or participate on any and all grounds under the guardianship of Nā Kālai Wa‘a if I do not agree to all terms. This document of Waiver of Liability, Release and Assumption of Risk Agreement, is legal and law abiding; shall be good for the whole of one (1) calendar year and no more, in accordance to the date clearly given at the time of signing. In witness whereof, the parties hereto have executed these presents as of the day and year written as follows:

At: _____, **this** _____ **day of** _____, **20** _____
(City, State) (day) (month) (year)

Signature of Participant : _____ **Date:** _____

Signature of Parent/Guardian: _____ **Date:** _____
(For those under the age of 18 only)

MEDIA RELEASE FORM

Name of Participant: _____ Gender: _____ Date of Birth: _____
(Participant Represented as I/We/Me/My/Myself in the document below)

Address: _____ City: _____ State: _____ ZIP Code: _____

Email: _____ Phone/Cell: _____ Native Hawaiian (Y or N) _____

This release is effective for this specific Event/Activity: _____

From: _____ to _____
Date Time Date Time

I herewith consent to have my appearance recorded on videotape and/or audiotape, analog/digital or film media. I agree to license the Nā Kālai Wa‘a Personnel, hereinafter, the “Producer”, to record for the Nā Kālai Wa‘a Non-Profit Organization, hereinafter, the “Owner”, and its subsidiaries for the above presentation or use. I understand that the Producer will retain all master negatives, audio / video / analog / digital tapes / diskettes and/or portions thereof, which may be used for broadcasting, re-broadcasting, cablecasting, direct exhibition, print media, internet or other cyber-media formats, and other subsidiary purposes, without being limited to use in any media for purposes of publicizing, promoting, and distributing of above information and images for the Owner. This may include the use of materials on our website and Facebook and other social media pages. I understand and endorse the above uses, including the copyrighting of any media, to promote the Owner’s services and related educational programs and I hereby, for myself, heirs or agents, release and forever discharge the Owner and Producer from any claims for any payment for my appearances in their productions. I hereby indemnify the Producer, Owner, other NKW personnel, and any persons affiliated directly or indirectly with the above presentation or uses with respect to any claims arising out of my acts, overall appearance, or statements made by me on the recording. I understand that no portion of my appearance shall be copyrighted, used or licensed by others for similar or conflicting purposes. As between us, the Owner shall be the sole owner of all rights of the program recording, and I, (the undersigned), give my assurance that I am free to lawfully grant these rights set forth above.

Signatures of Participant(s)

 Print Name of Participant Signature Date

 Print Parent/Guardian Name Signature Date
(For those under the age of 18 only)