

EVENT REGISTRANT AGREES TO THE FOLLOWING:

EVENT REGISTRANT WILL COMPLETE AND SIGN A COMPREHENSIVE EVENT WAIVER [INCLUDING EVENT TERMS AND CONDITIONS] WHICH WILL BE PROVIDED TO THEM AT CONTEST SITE OR AT CONTEST CHECK-IN [TO BE ANNOUNCED BY EMAIL]

THE EVENT REGISTRANT WILL HOLD HARMLESS RELEASE:

In entering this event, I promise to inspect the event site and assure myself that the area is safe for bodyboarding and / or bodysurfing, and further agree that I will not participate in the event unless I am satisfied that the area and conditions are safe for bodyboarding and / or bodysurfing purposes. I voluntarily agree to assume all risks incident to my participation in this bodyboarding and / or bodysurfing event. I fully understand and comprehend the dangers of bodyboarding and / or bodysurfing created by the conditions and bottom when they are acted on by the powerful forces of the ocean and ocean waves. With full knowledge, comprehension and understanding of these dangers, I voluntarily accept and assume all risks involved in the spirit of competitive bodyboarding and / or bodysurfing. I intend to be legally bound, hereby, for myself, my heirs, executors and administrators, hold harmless and release and forever discharge the Event Organizer and staff, its Member Organizations, the State of Hawai'i, the city and county of Honolulu, and all sponsors and sponsoring agencies, their members, agents and any officials connected with this competition, from all liabilities for injuries and damages whatsoever, arising from my presence or participation in the above described event(s) and do hereby grant the sponsors such release(s) as described herein. I acknowledge that I have read and understand all of the above.

ACKNOWLEDGMENT:

I understand that the Event Organizer's responsibilities to me are limited. I further grant the Event Organizer the right to photograph, film or videotape me, without compensation to me and to use any such photographs, film, or videotape for any commercial purposes it chooses including, but not limited to, posters, flyers, trading cards, television and internet broadcast, and all forms of licensing or advertising.

GENERAL RELEASE AND INDEMNIFICATION:

I agree that before entering any Event I shall sign and be bound by all release forms prepared by Event operators and sponsors, and, in addition, that I shall comply with all rules and regulations of each event that I shall enter. I understand that I may be denied entry into an Event if this General Release and an Event Release are not signed by me or it is determined by Event Organizer's that I have demonstrated unsportsmanlike behavior or activity. I further acknowledge that I have responsibility for my own safety at Events and I assume all risks, and I hereby, for myself, my executors, administrators, heirs, next of kin, successors, and assigns agree to:

- a. Waive, release and discharge any and all claims that I now have or may, in the future, have against the Event Organizer, its member Organizations, the city and county of Honolulu, the State of Hawai'i, their officers, directors, members, employees, volunteers, and agents, or any one or more of them or their executors, administrators, heirs, next of kin, successors, or assigns (the "Releasees"), including any and all claims for damage or personal injury causes by the negligence of any of them, arising out of my participation or attendance at an Event or function, prior to, during or after the Event or function, including claims resulting from the use of my bodyboard, fins, camera and related equipment in any Event and related activities, together with any costs, including attorneys' fees that may be incurred as a result of such a claim, whether valid or not; and I hereby acknowledge that the sport of bodyboarding and / or bodysurfing, and competition in such sport, is or may be inherently dangerous, due to conditions beyond a participant's control, and that my participation in an Event may, in certain instances, involve risk to me of serious injury or even loss of life.
- b. Indemnify, hold harmless and reimburse for future losses and Releasees and each of them, against any such claim that I or any of my executors, administrators, heirs, next of kin, successors, or assigns may assert, and against any costs, including attorneys' fees, with respect thereto. Such indemnification shall extend to any claim that might be asserted by others against me that also names the releasees.
- c. The Release has been executed voluntarily and knowingly by me with the express intention of affecting the legal consequences provided by the State of Hawai'i. I intend to relinquish all claims against the releasees, whether or not known and expressly waive any and all right and benefits conferred upon me by the provisions of the State of Hawai'i.
- d. This Release shall be governed by and constructed in accordance with the laws of the State of Hawai'i.
- e. Agree that in the event any court finds any of the provisions of this Agreement unenforceable, then such court shall sever such unenforceable provision to the extent necessary to enforce the remaining provisions of this Agreement.