



Maui
Electric



9TH ANNUAL KEIKI TILAPIA FISHING TOURNAMENT

benefitting



THIS EVENT IS BROUGHT TO YOU BY MAUI ELECTRIC COMPANY AND KA`ANAPALI GOLF COURSES.

This Release, Waiver, Assumption, and Indemnity (this "Agreement") is made and entered by the undersigned in favor of Maui Electric Company, Ka`anapali Golf Courses, their respective owners, administrators, officers, directors, members, managers, agents, employees, and representatives, all event coordinators and officials, all sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event, their associates and affiliates, and volunteers who take part in this event (collectively, "Releasees").

In consideration of being allowed to participate in this event, known as the **9th ANNUAL KEIKI TILAPIA FISHING TOURNAMENT, BENEFITING MAUI UNITED WAY** (the "Event"), I, for myself, personal representatives, successors, assigns, heirs and next of kin (collectively, "I"), and for and on behalf of the child(ren) and/or ward identified on the front side of this document (individually and collectively, "Child"), to the extent that I am his/her parent or legal guardian:

1. Agree, acknowledge, and understand that fishing can be a dangerous activity, and I, on behalf of my Child and myself, made a voluntary choice to participate in this Event despite the risks the activity presents.
2. Certify that my Child(ren) and I are each qualified, in good health and in proper physical condition, and possess the skill and experience necessary to participate in this Event, and understand that I will be solely and fully responsible for the supervision of myself and each Child at all times during the Event.
3. Acknowledge and understand that my Child(ren) and I will be engaging in activities that may involve the risk of serious injury, including paralysis, permanent disfigurement, disability, dismemberment and death, and severe social and economic loss which might result not only from actions, inactions, or negligence of myself, but also the actions, inactions or negligence of others, including the Releasees, or conditions of the pond or environment which are beyond the control of any person and risks not known to anyone or not reasonably foreseeable at this time.
4. Assume voluntarily all the foregoing risks and accept personal responsibility for damages following such injury described above.
5. **Release, waive, discharge, and promise not to sue Releasees from any and all liabilities, claims, damages, costs, or losses, caused by any actions, inactions, or negligence of any person, including but not limited to any Releasee, myself, or my Child(ren), to myself or my Child(ren), including death or damage to property, directly or indirectly, present or future, known or unknown, arising out of or related to our participation in the Event, and including any injury received or compounded by negligent rescue operations or procedures of Releasees. I further agree that if, despite this agreement, I or anyone on behalf of myself or my Child, makes a claim against any of the Releasees, I WILL IDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any expenses, attorney fees, damages, or costs which any may incur as the result of such claim.**
6. Consent to receive medical treatment which may be deemed advisable in the event of an injury, accident and/or illness to myself and/or my Child(ren), during the Event.
7. Agree to follow all rules, regulations, conditions and terms as set forth by Event officials. I will not do anything to degrade, embarrass, or cause harm to myself, my Child(ren), other participants of the Event, or the Releasees, and agree to conduct myself and my Child(ren) in a civil sportsmanlike manner before, during and after, and while in the vicinity of the Event, and that any uncivil or unsportsmanlike conduct will be cause for immediate disqualification from the Event at the discretion of the Event officials.
8. Understand that unless provided elsewhere herein, all entry fees are non-transferable and non-refundable.
9. Give permission for the use of my and/or my Child(ren)'s name, voice and/or picture in any broadcast, telecast, photograph, internet, advertising, or other promotion of this Event and future events of this kind.

Signature of Parent or Legal Guardian (Required)

By checking the box on the bottom of the online form, I certify that I have carefully read this RELEASE, WAIVER, ASSUMPTION, AND INDEMNITY and fully understand that I have given up substantial rights my Child(ren) and/or I might otherwise be entitled to by signing this Agreement, and have done so freely and without inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed my law, and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect. I further certify that I am, in fact, the parent or legal guardian of the Child(ren), as indicated below, and acting in such capacity, am authorized to consent to my Child(ren)'s participation in the Event. I further agree to save and hold harmless and indemnify each and all of the Releasees from all liability, loss, cost, claim, damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of my Child(ren) and/or myself.

Signature of Supervising Adult (if Parent or Legal Guardian is not accompanying child to event)

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