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CAMP MOKULE'IA, INC. WAIVER AGREEMENT

By indicating your acceptance, you understand, warrant and covenant as follows:

READ THIS DOCUMENT "THE WAIVER AGREEMENT") CAREFULLY BEFORE SIGNING. THIS WAIVER AGREEMENT AFFECTS YOUR LEGAL RIGHTS AND MAY LIMIT OR ELIMINATE YOUR ABILITY TO BRING A FUTURE LAWSUIT.

In consideration of being permitted to participate in the CAMP MOKULE'IA, INC. Adventure Program, Training Program and Challenge Courses (hereinafter referred to as "Program"), I **HEREBY ACKNOWLEDGE AND AGREE TO THE FOLLOWING ASSUMPTION OF RISKS** (collectively hereinafter referred to as "Risks"):

1. The Program involves activities which may test the limits of and require my physical, mental and emotional exertion.
2. Participation in the Program involves inherent risks by participating in such activities. Such activities may include, but are not limited to, warm-ups, group initiatives, low and high challenge course elements over, through and on which I may be asked to walk, swing, or climb with or without assistance. Participation in certain challenge course elements may be as high as fifty (50) feet off the ground.

Participation in the Program, use of the premises, equipment and facilities and travelling to and from, in and around the premises, involves hazards, dangers and risks that may occur in using the premises, equipment and facilities in or over land or water, which include, without limitation:

- the potential for: falls; broken bones, spinal or brain injury, sprains, strains, bruises and other contusions, and in extreme cases, emotional upset, anxiety, stroke, heart attack, death; contact or collision with natural or man-made objects or other persons, including possible inadvertent or unwelcome touching or carelessness of other participants;
 - anxiety or fear associated with participation in any of the Program activities;
 - error on the part of the staff of CAMP MOKULE'IA, INC.;
 - the failure of structures and equipment; the unpredictable forces of nature, including exposure to heat, cold, lightning and other elements; serious bodily injury, permanent disability, paralysis and death; loss of or damage to property; exposure extreme conditions and circumstances; accidents; illness; dangers arising from adverse weather conditions; imperfect course conditions; water, road, air, or surface hazards; equipment failure, inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Released Parties defined below.; and
 - other undefined harm or damage which may not be readily foreseeable; and other presently unknown risks and dangers; and possibly other rigorous physical, mental, or emotional risks inherent in the participation in such activities and facilities, equipment and property in use of by the Released Parties defined below.
3. There may be times when I am not under the direct supervision of CAMP MOKULE'IA, INC. staff or volunteers. Whether or not I am being supervised, at all times I will be

aware of restricted areas and refrain from entering them; I will be aware of the condition of the premises, equipment and facilities; and I will conduct myself with care to the safety of myself and others.

4. Certain activities may be conducted or supervised by independent contractors. CAMP MOKULE'IA, INC. is not and cannot be responsible for any injury or other loss, which may arise, from their acts and omissions.
5. I understand these Risks (sections #1 through #4 above) may be caused in whole or in part by my own actions or inactions, the actions or inactions of other participants, or the acts, inaction, or negligence of the Released Parties defined below and I hereby expressly assume all such risks and responsibility for any damages, liabilities or expenses which I incur as a result of my participation in the Program.
6. I am aware of the voluntary nature of the Program and that I may decline to participate in this Program, or any part of this Program, provided that I have first notified the staff of my declination to participate and as long as the CAMP MOKULE'IA, INC. staff agrees that I can safely withdraw my participation in the Program.

In further consideration of being permitted to participate in the Program, I HEREBY REPRESENT THE FOLLOWING:

7. A qualified medical professional has not advised me to not participate in the Program or in similar activities.
8. I have no health-related reasons or problems which preclude my participation in the Program.
9. I am physically and psychologically fit to participate in the Program.
10. I am not now, nor shall I be while participating in the Program, under the influence of alcohol or any illicit, prescription, or over-the-counter drugs or medication which would in any way impair my ability to safely participate in the Program.

In further consideration of being permitted to participate in the Program, I HEREBY AGREE TO THE FOLLOWING:

11. To be familiar with and to abide by the regulations, policies, procedures and guidelines established by the Released Parties and all other stated and customary terms and conditions for participation. If I do not understand specific instructions at any time, I understand that it is my responsibility to ask staff members for clarification and/or assistance. Staff members or volunteers of CAMP MOKULE'IA, INC. may at their sole discretion deny participation to me for the safety of myself or others.
12. Each participant has responsibilities for his or her, and others' well-being, and my failure to meet such responsibilities, including failure to follow instructions or otherwise enhancing the inherent risks of the activity, may result in my being liable for any negligence, gross negligence, or intentional tortious harm caused to another person or property. I accept sole responsibility for my conduct and actions while participation in the Program.
13. If any unusual or significant hazard becomes apparent to me during my presence or participation, I will remove myself from participation and immediately bring such hazard to the attention of Camp Mokule'ia, Inc.. In any event, I understand that I may withdraw from participation in the training activities at any time.
14. Photographs may be taken during the activities, to be used for promotional material, including video presentation and brochures. I grant Camp Mokule'ia, Inc. and to any person acting for Camp Mokule'ia, Inc., the right to use, reproduce, assign, and distribute photographs, films, videotapes, and sound recordings of me for use in any such materials they may create without any expectation of compensation for such use of my image or likeness for Camp Mokule'ia, Inc.'s purposes.
15. Camp Mokule'ia, Inc. is authorized to provide or obtain medical care for me in the event of an injury. I understand that I am solely responsible for all related costs associated with

any medical care that is provided to me or my participant for whom I am a parent or legal guardian.

16. I HEREBY AGREE TO RELEASE, WAIVE, FOREVER DISCHARGE, COVENANT NOT TO SUE AND FURTHER AGREE TO INDEMNIFY, AND HOLD HARMLESS the following parties: CAMP MOKULE'IA, INC., its directors, officers, employees, representatives, volunteers, agents, and its respective parent, subsidiary and affiliated organizations, including the Episcopal Diocese of Hawaii (hereinafter referred to as "Released Parties") with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys' fees) of any kind or nature to person or property suffered by me, by any member of my family, rescuers, co-participants, or any other person (hereinafter referred to as "Liability") which may arise out of, result from, or relate to my participation in the Program, WHETHER ARISING FROM THE NEGLIGENCE OF ANY RELEASED PARTIES and to the fullest extent permitted by law. Such Liability might arise while I am travelling to or from, in, upon, or about the premises or any facilities or in use of any of the equipment or other property therein.
17. In signing this agreement, I acknowledge that I will be giving up substantial legal rights, including those rights of the participant, my spouse, children, assigns, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns for any loss, or damages, and any claim or demands therefore on account of damage to my personal property, injury to myself or my resulting death, whether or not caused by the negligence of the Released Parties.
18. If a portion of this agreement is deemed invalid or unenforceable by a Court, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.
19. This document constitutes the entire agreement between the parties and may be amended only in writing.

I HEREBY WARRANT THAT I HAVE READ THE WAIVER AGREEMENT CAREFULLY, AND I FULLY UNDERSTAND ITS TERMS AND CONDITIONS, AND I ASSUME ALL OF THE RISKS OF PARTICIPATING IN THE PROGRAM, known and unknown, inherent and otherwise, and whether or not described above, by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the Released Parties,, from dangerous or defective equipment or property owned, maintained, or controlled by Mokule'ia, Inc. or because of their possible liability without fault.

Participant's Printed Name: _____ Age: _____

Participant's Signature: _____ Today's Date _____

For the parent/legal guardian of a minor under eighteen (18) years of age OR the parent or legal guardian of an incapacitated and/or mentally challenged person in order with legal responsibility for this Participant, I acknowledge that I have the legal capacity and authority to act on behalf of the Participant and hereby join in this agreement, including, for myself and on behalf of the Participant, agreeing to the foregoing acknowledgement and agreement to assumption of risks, representations and agreements, including agreements of release and indemnity, to the maximum extent allowed by law.

Parent/Legal Guardian Printed Name: _____

Parent/Legal Guardian Signature: _____

Today's Date: _____ Emergency Phone Number: (_____) _____ - _____