

Honolulu Museum of Art

Waiver of Liability Assumption of Risk, and Indemnity Agreement

WAIVER: In consideration of being permitted to participate in the following event:

A Walk in The Trees with Hawaii Nature Center on Saturday August 24, 2019

hereinafter called "The Activity", I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue the Honolulu Museum of Art, its officers, trustees, employees, and agents from liability from any and all claims including the negligence of the Honolulu Museum of Art, its officers, trustees, employees and agents, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in The Activity.

ASSUMPTION OF RISKS: Participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks can range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in The Activity. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to INDEMNIFY AND HOLD the Honolulu Museum of Art, its officers, trustees, employees and agents, HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, brought as a result of my involvement in The Activity and to reimburse them for any such expenses incurred.

MY CONDITION/MEDICAL INFORMATION/CARE: I attest that I have no knowledge, or reason to know of, any physical or mental limitations, conditions or other restrictions that would make my participation in The Activity inadvisable. I further attest that I have the necessary skill level to participate responsibly and safely in The Activity. Further, I hereby consent to receive first aid and/or medical treatment, which may be deemed advisable by the Honolulu Museum of Art or its employees, agents or representatives, or by medical professionals, in the event of injury, accident and/or illness while participating in The Activity, but acknowledge that the Honolulu Museum of Art shall have no duty, obligation or liability arising out of the provision of, or failure to provide, first aid and/or medical treatment.

GENERAL PROVISIONS

1. **ENTIRE AGREEMENT/SEVERABILITY:** This Agreement constitutes the entire agreement between the Participant and the Honolulu Museum of Art with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Honolulu Museum of Art
900 S Beretania Street
Honolulu, HI 96814
808-532-8700

www.honoluluuseum.org

Honolulu Museum of Art
Spalding House
2411 Makiki Heights Drive

Honolulu Museum of Art
First Hawaiian Center
999 Bishop Street

Honolulu Museum of Art
School
1111 Victoria Street

Honolulu Museum of Art
Doris Duke Theatre
Entrance on Kinau Street

2. CHOICE OF LAW/FORUM SELECTION: This Agreement shall be governed by the laws of the State of Hawai'i without giving effect to any choice or conflict of law provision or rule of such state, and construed broadly to provide a release, waiver, assumption of risk and indemnification agreement to the fullest extent permissible under the law. State and federal courts in Hawai'i shall have the exclusive jurisdiction and venue for any claims, demands or causes of action arising under this Agreement.

ACKNOWLEDGEMENT OF UNDERSTANDING: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Print Participant's Name

Date

Participant's Signature (Parent or Guardian for participant under age 18)

By signing the above, Parent or Guardian of participant acknowledges and assumes all risks on behalf of the participant and waives any claim on behalf of the participant.

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