



KONA HISTORICAL SOCIETY

RELEASE, ASSUMPTION OF RISK
AND INDEMNITY AGREEMENT (WAIVER)

In consideration of the services of Kona Historical Society, their agents, Board of Directors, members, employees and volunteer staff, participants and all other persons or entitles acting in any capacity on their behalf (hereinafter collectively referred to as "K.H.S."), I hereby agree to release and discharge KHS on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that the activities of KHS including, but not limited to, Jeep Tours, Walking Tours, hiking, picnicking, horseback riding and ocean activities entail known and unknown risks and dangers which could result in physical or emotional injury, paralysis, death or damage to myself, to property, or to third parties. My participation in this activity is entirely voluntary, and I elect to participate in spite of the risks. I expressly understand and agree to assume all such risks.
2. I hereby voluntarily release, discharge, covenant not to sue, and agree to indemnify and hold harmless K.H.S. from any claims, demands or causes of action, which are in any way connected with my participation in this activity, or my use of K.H.S.'s equipment or facilities, including any such claims which allege negligent acts of omissions by K.H.S.
3. I further acknowledge that no-one has made any representations or warranties concerning any K.H.S. activities. Specifically, no representations or warranties have been make that the activity will be safe for any purpose.

By reading and signing this document I acknowledge that if anyone is hurt or property is damaged during my participation in any K.H.S. activity, I may be found by a court of law to have waived my right to maintain a lawsuit against K.H.S. on the basis of any claim from which I have released them therein.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD THIS DOCUMENT AND I AGREE TO BE BOUND BY ITS TERMS.

Dated _____, Hawaii

Participant's Signature

Participant's Signature

Participant's Signature

Signature of Parent/Guardian
(Must be completed for participants under 18)