

HAWAII ACADEMY

1314 Mo'ouui Street, Honolulu, HI 96817
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SPECIAL EVENT WAIVER AND RELEASE OF LIABILITY

All participants must complete the emergency contact information and sign this release of liability BEFORE participating in the party/special event

Party/Special Event: _____ Event Date: _____ Event Time: _____
Participant's Name: _____ Age: _____ yrs Sex: _____ Date of Birth: _____
Parent/Guardian's Name: _____ Relationship: _____
Street Address: _____ City: _____ State: _____ Zip: _____
Home Phone: _____ Work Phone: _____ Pager: _____ Cell: _____
Other Phone Contact: _____ E-mail/Webpage: _____
Limiting Medical/Physical/Mental Conditions or Precautions: _____
Previous Experience with Gymnastics and Physical Fitness Activities: _____

DISCLAIMER: HAWAII ACADEMY IS NOT RESPONSIBLE FOR LOSS OF PROPERTY OR INJURY TO ANY PERSON WHILE PRACTICING, TRAINING, TAKING A CLASS, COMPETING, PARTICIPATING IN OPEN GYM, SPECIAL EVENTS, DEMONSTRATIONS, SHOWS, OR FOR ANY REASON.

In consideration of my participating, I hereby release and covenant not-to-sue Hawai'i Academy, Inc., the Hawai'i Academy Board of Directors and officers, the HA Booster Club, and any of their employees, teachers, coaches, or agents, from any and all present and future claims resulting from ordinary negligence on the part of HA, Inc. or others listed for property damage, personal injury, or wrongful death, arising as, a result of my engaging in or receiving instruction in gymnastics, cheerleading, or any other activities or any activities incidental thereto, wherever, whenever, or however the same may occur. I hereby voluntarily waive any and all claims resulting from ordinary negligence, both present and future, that may be made by me, my family, estate, heirs, or assigns.

Further, I am aware that Academy activities like gymnastics and rebounding involve vigorous maneuvers at heights and with rotations in a unique environment thereby posing risk of injury. I understand that gymnastics and related activities always involve certain risks, including but not limited to, death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damage, and serious injury to virtually all bones, joints, muscles, and internal organs, and that the mats, pits, and other safety equipment and apparatus provided for my protection, including the active participation of a coach or teacher who will spot or assist in the performance of certain skills, may be inadequate to prevent serious injury. The risk of harm may be limited by all of the safety equipment and trained coaches, but never eliminated. I understand that participation in gymnastics and related activities involves activities incidental to active participation in gymnastics, including moving from event to event, conditioning, stretching and other activities which may leave me vulnerable to the reckless actions of other participants who may not have complete control over their actions or who may not see other students in the gym. I am voluntarily participating in this activity with knowledge of the risks involved and hereby agree to accept any and all inherent risks of property damage, personal injury, or death.

Adults assisting students in Academy facilities assume responsibility for any injury they receive while demonstrating or assisting their children or other students in classes or special events. Warning: Adults should NOT engage in activities for which they are not prepared. We encourage parents/adults to assist in whatever way they can, and we expect that students practice between lessons on whatever skills can be done safely at home, but we caution the adults about over-doing activities and invite them to take adult classes at the Academy where they will be given specialized training. **Parents in parent-tot classes and at special events like birthday parties are at HIGH RISK OF INJURY if they demonstrate to their children.** Please refrain if not trained and fit for doing such tasks.

I further agree to indemnify and hold harmless Hawai'i Academy and all others listed for any and all claims arising as a result of my engaging in or receiving instruction in HA activities or any activities incidental thereto, whenever, wherever, or however the same may occur.

I understand that this waiver is intended to be as broad and as inclusive as permitted by the laws of the state of Hawai'i and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I further agree that the venue for any legal proceedings shall be within the state of Hawai'i.

I affirm that I am of legal age and am freely signing this agreement. I have read this form and fully understand that by signing this form, I am giving up legal rights and or remedies that may be available to me for the ordinary negligence of Hawai'i Academy or any person listed above.

Student Signature: _____
(if over 18 years of age)

Date: _____

Parent Signature: _____
(if student is under 18 years of age)

Date: _____

Guardian Signature: _____
(if appropriate)

Date: _____