



Adopt-A-Park/Community Service

Department of Parks and Recreation

City & County of Honolulu

ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

I, _____ (participant), in consideration of being permitted to participate in the volunteer event scheduled below, hereby acknowledge and agree as follows:

Date of volunteer event

Location of volunteer event

1. I represent that I am physically fit and that I do not have a medical condition that would restrict me from participating in the volunteer event.
2. I understand and acknowledge that there are certain risks and hazards inherent in participating in a volunteer event, which could result in personal injury, illness, death or damage to myself. These risks and hazards may include, but are not limited to, slips, trips, and falls; potential sprains, muscle damage or broken bones in providing the volunteer services or resulting from existing ground conditions; injuries such as cuts, bruises, punctures and infection from debris, glass, nails, needles, and other sharp objects; stings or bites from vegetation or insects; and sunburn.
3. I acknowledge that I have been apprised of the hazards and potential risks of injury or harm to me and other that may be encountered when participating in the volunteer event. I know, understand, and appreciate the risks involved in participating in the volunteer event and I accept those risks as I voluntarily participate in the volunteer event.
4. I understand that wearing appropriate clothing, footwear and eye protection is essential to my safety and that I must follow all of the instructions given to me by the project organizer to minimize my risk of injury. I acknowledge that the protective and safety gear is designed to reduce the risk of injury, but will not prevent all injuries.
5. I, for myself, my successors and assigns, do hereby agree to fully and completely release, discharge, indemnify, and defend the City and County of Honolulu, its agencies, officers, directors, employees, personnel, contractors, agents, successors, or assigns from and against any and all claims, demands, injuries, actions, lawsuits, proceedings, loss, damage, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs), which are, were or could have been, or may be brought arising out of my participation in the volunteer event and other volunteer events along, in or near the designated area(s). I further agree to hold harmless the City, fully and completely, from liability for any damages or injuries resulting from any acts or failure to act on my part during my participation in said volunteer event and other volunteer events along, in, or near the designated area(s).

EXHIBIT A



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6. I understand that I may be covered by Haw. Rev. Stat. § 386-171, which provides that any person who is injured in performing services for the City and County of Honolulu in any voluntary or unpaid capacity under the authorized direction of a public officer or employee, and who has not secured payment of the person's hospital and medical expense from the City and County of Honolulu under any other provision of law and has not secured payment thereof from any third person, shall be paid the person's reasonable hospital and medical expenses under Haw. Rev. Stat. Chapter 386. I hereby agree that I shall not seek payment from the City and County of Honolulu or its officers and employees beyond those reasonable hospital and medical expenses set forth in Haw. Rev. Stat. Chapter 386.

7. I hereby grant permission to the City and County of Honolulu to use photographs or videos of myself (or the listed participating minor) taken during the volunteer event on its website and in other publications, at the City's sole discretion and without further consideration.

8. If any portion of this Agreement is held to be invalid by a court of law, then it is agreed and intended that all the remainder shall, notwithstanding, continue in full force and effect.

I am signing this Assumption of Risk, Release of Liability, and Indemnification Agreement for myself as participant. I acknowledge that I am 18 years of age or older and that I understand the terms of this Agreement. I also acknowledge that this Agreement shall bind my heirs and personal representatives.

Signature of Participant

Date

I am signing this Assumption of Risk, Release of Liability, and Indemnification Agreement on behalf of a participant who is under 18 years of age. I acknowledge that I am the guardian/parent of the participant and that I understand the terms of this Agreement. I also acknowledge that these terms shall bind my heirs and personal representatives and the heirs and personal representatives of participant.

Signature of Legal Guardian or Parent of Participant

Date

Participant Contact Information

Email _____

Phone _____

Important: Please give the project organizer your completed form. The project organizer is required to return all completed forms to the Department of Parks and Recreation prior to the date of the volunteer event.