



CLEARLY PRINT YOUR NAME HERE

CLEARLY PRINT YOUR TEAM HERE

PARTICIPANT AND CREW AGREEMENT/WAIVER

Each Team Member MUST read, complete, and sign this form before the start of the event.

This document may affect your legal rights. Read it carefully before signing.

PLEDGE

On my honor, at all times during my participation in the MAUI CHANNEL SWIM and its related activities (hereinafter "Event" or "the event"), I as a participant or crew member, hereby pledge (1) to exercise sound, mature judgment and practice good sportsmanship, (2) to know and abide by the event regulations, guidelines and procedures and the conditions and instructions pertaining to them, knowing that the spirit and intent, rather than the letter, in which they are written and presented is the more important consideration, (3) to show respect for and courtesy to all participants, other team members, event personnel, sponsors, public officials, residents of Maui County, and the public in general, (4) to recognize and remember that the event is, first and foremost, an endurance challenge where the spirit of camaraderie and goodwill are to be promoted and fostered whenever possible, and finally (5) to keep in mind that it is not how my participant and our team finishes relative to others that is important, but rather that, together, we do our best, participating in fairness and with respect to all.

BOAT SAFETY & RELEASE

By my signature below, I, as a participant or crew member, acknowledge that it is the responsibility of each participant to (1) arrange for my (our) own boat escort, and (2) ensure that the Boat Captain maintains the boat in a safe operating condition at all times while on the event course. I understand that each participant must therefore (1) assume full responsibility for his/her escort boat during the event and (2) waive, release, forever discharge, indemnify, hold harmless, AND AGREE NOT TO SUE anyone connected with the event and all releasees and other indemnities named below from any and all liability or other claims that may arise in connection with the use of this boat and any related equipment.

CONSENT, WAIVER, RELEASE AND INDEMNIFICATION STATEMENT

I. (A) In consideration for my being allowed to participate in the Event as a participant or crew member, and in consideration for its organizing committee, owners, directors, members, staff, volunteers, licensees, sponsors, promoters, agents, employees, officials, the Lahaina Masters Swim Club and the Lahaina Swim Club, and each of their personal representatives, heirs, next of kin, successors, assigns, and each of them (hereinafter "Event Officials"), I verify and warrant that (1) I am aware that such an event is extremely strenuous, difficult, and hazardous, even for superbly-conditioned athletes under the most favorable conditions; and (2) I am aware that no aid stations and/or on course medical support will be provided by the Event and that the absence of such aid and/or support has potential risk for the participant and each member of his/her team or crew members; and (3) I understand that each participant is required to be accompanied by an escort boat at all times while s/he is on the Event course and that the procurement, organization, training, and costs of the boat is the responsibility of the participant; and (4) I further acknowledge that participation in any part or all of such an event is a potential hazard to the participant and any crew members and has risks of property damage and/or loss, personal injury, sickness, disability, and/or death, including, but not limited to hazards caused by terrain, salt water, ocean currents and conditions, wildlife such as sharks and jelly fish, weather, vehicular traffic, the health and condition of crew members and that of the participant, other participants, the crew members of other participants, acts of the par-

participants or crew members themselves, or negligence on the part of any of these persons, lack of hydration, and other risks inherent in participating in an event which is conducted in open ocean waters, on unrestricted public highways and/or streets, and on private property; and (5) I understand and accept any and all risks inherent in my participation in the Event and its related activities.

(B). With full knowledge of the risks and hazards to which I am exposing myself as a participant or crew member and with full knowledge and understanding of the limited aid and support facilities that will be available to us from Event Officials, and in further consideration of the opportunity to participate, for myself, my guests, my family, and any or all of my/their personal representatives, heirs, next of kin, successors, assigns, and each of them, I, as a participant or crew member, WAIVE, RELEASE, FOREVER DISCHARGE, INDEMNIFY, HOLD HARMLESS AND AGREE NOT TO SUE said Event Officials, any support team member, the State of Hawai'i, the County of Maui and its districts, the United States Government, any team coordinator(s), other indemnities named herein, or any one or more of such organizations, their owners, directors, staff, volunteers, members, sponsors, promoters, agents, employees, officials, and their personal representatives, heirs, next of kin, successors, assigns, and each of them (hereinafter "Releases") from any and all liabilities, actions, claims, demands, costs and expenses, including attorney's fees and costs, which I, my guests, my family, and any or all of my/their personal representatives, heirs, next of kin, successors, assigns or each of them may have or assert, now or in the future, against said releasees and other indemnities or any of them arising out of or in any way connected with my participation and the participation of any other participant and/or crew members of a team (whether a signatory hereto or not) in or the operations of the Event, including activities in route to or from that event and including but not limited to property damages and/or losses, injuries, sicknesses, and/or disabilities of whatever kind or nature whatsoever, whether known or unknown, including death, that may be suffered by me, even if such are caused by the negligence, inattention, action, inaction, or intentional misconduct on the part of any said releasees, other indemnities, participants, support team members, and/or any

member of the general public, and I AGREE TO PAY any award of damages or to otherwise satisfy any judgment rendered to me or on my behalf, my representatives, heirs or assign against The Lahaina Masters Swim Club or the Lahaina Swim Club or any of the persons or entities mentioned above. I understand and agree that my primary health insurance will be used to cover medical expenses for athletic injuries or illnesses.

II. PHYSICAL AND MENTAL CONDITION: As a participant or crew member, I HEREBY ATTEST AND VERIFY that I am physically and psychologically fit and have sufficiently trained to safely participate in the Event and all its related activities, and I warrant that my condition is such that I can safely participate in the Event without exposing myself, other members of our team, other participants, crew members of my team or others, or members of the general public to a risk of harm. As a signatory to this document, I HEREBY CONSENT to receive medical treatment in the event of my injury, accident, or sickness during the Event when such treatment is deemed advisable by qualified medical personnel, and I hereby WAIVE, RELEASE, FOREVER DISCHARGE, INDEMNIFY, HOLD HARMLESS, AND AGREE NOT TO SUE, any and all persons who advise or administer such treatment and their personal representatives, heirs, next of kin, successors, assigns and each of them (hereinafter "Medical Personnel") from any and all liabilities, actions, claims, demands, costs and expenses, including attorneys' fees and costs arising out of, or in any way connected with treatment or action by said Medical Personnel, including but not limited to any property damages and/or losses, injuries and sicknesses, of whatever kind or nature whatsoever, whether known or unknown, including death, that may be suffered by me, even if such are caused by the negligence, inattention, action, inaction, or intentional misconduct on the part of any said Medical Personnel.

III. DISQUALIFICATION: (A) I, as a participant or crew member, acknowledge that if, in the best judgment of qualified Medical Personnel or Event officials, it is reasonably necessary to disqualify the participant from any further participation in the Event, that such decision is final and is not subject to dispute at the time of disqualification. Upon disqualification, if any, I understand that due to the physical, emotional and/or psychological condition of the participant at the time of any such disqualification, s/he may not be able to rationally and objec-

tively make decisions regarding his/her physical emotional and/or psychological condition or ability to continue participation in the event, and I guarantee that in the event of disqualification, I, in concert with other team members will use my best efforts to prevent the participant from any further participation and that I will do my part in being sure that the participant is escorted to such location as either the disqualifying person or other official person(s) may deem best for the safety, health and welfare of the participant. (B) As a participant team member or crew member, I recognize and acknowledge that the safety and well-being of the participant will be entrusted to the team and crew members, both individually and collectively at all times during the event. I acknowledge and understand that this responsibility is particularly applicable in the event of a disqualification of the participant during the event. By signing this document, I acknowledge, understand and accept that the health, well-being and life of the participant is in the hands of said team members, including myself, and that, as such, we are primarily responsible for protecting the participant even against him/herself and his/her own inability to make rational and logical decisions during the event.

IV. MISCELLANEOUS: (A) By my signature below, I (1) agree to and grant full permission for the perpetual and unlimited free use of my names, photographs, pictures, likenesses, and/or voice in any broadcast, telecast, promotion, publication, and any and all use of such that the Releasees may wish to make for promotional or other purposes of any kind related to this Event or other events sponsored by the Releasees. This release is made with the understanding that I will not receive any consideration or compensation for said use of my name, photograph, picture, likeness, and/or voice in any broadcast, telecast, promotion, publication, or other similar items for the purposes referred to herein or any commercial purpose arising out of or relating to the Event. (B) FURTHER, I assume full and complete responsibility for my physical, emotional and psychological condition, my own safety, health and welfare, and for the safety, health and welfare of other team members and crew members, (2) understand and agree that (a) this Agreement shall be governed and interpreted in accordance with the law of the State of Hawai'i, and (b) the parties hereto intend it to be interpreted and enforced so as to provide indemnification to the Releasees and other indemnities described herein to the fullest extent permitted by law, (3) irrevocably consent that any action or proceeding arising or instituted hereunder shall be brought only in the State and courts of Hawai'i, (4) agree that if any provision herein shall be held to be invalid or unenforceable, this shall not affect other provisions, (5) acknowledge that I have carefully read and understand all the terms and conditions of this agreement. (6) I hereby declare that the information that I have provided to Event officials in conjunction with my participation in the event is true and correct, (7) acknowledge and understand that this Agreement affects the legal relationship between myself, the parties designated as Releasees, Medical Personnel, and other indemnities, (8) understand and agree that I will become legally bound by the terms of this Agreement when I sign it in the place designated for such purpose, (9) understand and agree that my signature on this Agreement may result in a limitation of my legal rights, and (10) sign it free and without coercion in return for the opportunity to participate in the Event.

As a team member, I intend to function in the capacity of (*check all that apply*):

Swimmer (Solo *or* Team) **Boat Captain** **Boat Crew Member**

PRINTED NAME

SIGNATURE

DATE

WITNESS PRINTED NAME

WITNESS SIGNATURE

DATE