

Liability Waiver & Photo Release

WAIVER OF NEGLIGENCE AND COMPLETE RELEASE OF LIABILITY
ACKNOWLEDGEMENT OF RISKS & ACCEPTANCE OF RESPONSIBILITY RELEASE
OF LIABILITY – READ BEFORE ACCEPTING

In consideration of being allowed to participate in any way with the Lani Resort Convention Center, its related events and activities, I the undersigned (BELOW), acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk; the risk of serious injury does exist;
2. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the releasees or others, and assume full responsibility for my participation;
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the trip leader immediately;
4. I understand that food and accommodation may be donated and beyond the control of Lani Resort and Convention Center, and I hereby release the Lani Resort and Convention center from all claims and causes of action arising out of my consumption of food and beverages while participating in this activity;
5. I, for myself and on behalf of my heirs, assigns, personal representatives and HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS, The Lani Resort and Convention Center, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lesser of premises used for the activity (“releases”), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK
AGREEMENT, FULLY UNDERSTAND ITS TERMS,
UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND
SIGN IT FREELY AND VOLUNTARILY WITH OUT
ANY INDUCEMENT.

In addition, I understand that while participating in this kind of activity or related activities I may be photographed. I understand and agree that the

photograph(s) may be used in whole or in part, at any time, in composite or distorted form, in color or otherwise and may be displayed through any medium including, but not limited to printed medium, video or on the internet. By signing this waiver I authorize any initial and any subsequent disclosure or publication of the photograph(s) at any time.

Printed Name of Participant:

Signature: _____

Date: _____

Address:

City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

Print Name of Emergency Contact:

Emergency Contact Phone Number:

If the person signing is under age 18, there must be consent by a parent or guardian, as follows:
I hereby certify that I am the parent or guardian of _____, named above,
and do hereby give my consent without reservation to the foregoing on behalf of this person.

(Parent/Guardian's Signature)

(Date)