

KUMULOKAHI ELKS CANOE COMMITTEE/CLUB (KECC)

PARTICIPANT APPLICATION

Date: _____

Participant's Name: _____ Nickname: _____

Home Address: _____

City: _____ State: _____ Zip: _____

Gender: Male Female Other: _____

Birthdate: _____ Age as of January 01: _____

Telephone Numbers:

Home: _____ Cell: _____

Mother's Cell: _____ Mother's Work: _____
(For minors) (For minors)

Father's Cell: _____ Father's Work: _____
(For minors) (For minors)

Guardian's Cell: _____
If applicable

In case of emergency, contact this person first:

Name: _____ Phone: _____

Relationship: _____

Medical Information:

Physician Name: _____ Phone/Pager: _____

Address: _____

City: _____ State: _____ Zip: _____

Medical Coverage: _____ Policy #: _____
Provider - e.g. HMSA, Kaiser, Military, etc.

Subscriber Name: _____ Medications taking: _____

Client Water Abilities - Check one.

- Does not know how to swim
 Intermediate (Can swim open ocean)
- Basic (Can tread water)
 Excellent (Competitive, can swim long distance)

Water Sports Experience - Check all that apply and include years' experience.

OC-1/2 OC-4 OC-6
of Years: _____ # of Years: _____ # of Years: _____

List all other clubs paddled for:

School Information (Minors):

School: _____ Grade: _____

KUMULOKAHI ELKS CANOE COMMITTEE/CLUB (KECC)

WAIVER & RELEASE AGREEMENT

As the Paddler/Parent (or Guardian), you are deciding that you or the Minor can participate in Kumulokahi Elks Canoe Committee/Club (KECC) program. You must assess the Minor's maturity and fitness and determine for yourself if the risk associated with the program are acceptable to you, While KECC hopes that every participant enjoys an injury-free experience, by signing this Agreement, you assume all risks associated with the program and, if for a Minor, are responsible for having explained all such risks to the Minor and ensuring you or the Minor's understanding and appreciation of the risks. KECC recommends that you obtain confirmation from your doctor that the program is suitable for you or the Minor.

If you or the Minor do not fully understand any word or provision or its meaning, please ask for assistance by calling KECC at (808) 923-5722, ask for Kumulokahi Chairperson.

I UNDERSTAND, ACKNOWLEDGE, AND AGREE, AS FOLLOWS:

Paddler, Parents or Guardian please read and initial where indicated.

In consideration of the Paddler or Minor being permitted to participate in KECC programs, I release and discharge Elks Lodge 616, KECC and its directors, officers, employees, agents, instructors, independent contractors, and volunteers (the "Released Parties") from all liability, claims, demands, causes of action or lawsuits that I may have for injuries and damages resulting from or arising out of, or incident to, engaging in KECC programs, or any first aid, treatment or service rendered in connection with the program, including but not limited to, losses caused by the negligence of the Released Parties.

_____ [Initials]

I agree that I will not sue or make a claim against the Released Parties for damages or other losses resulting from or arising out of, or incident to, the Paddler or Minor engaging in KECC programs, or any first aid, treatment or services rendered in connection with the program, including but not limited to, losses caused by the negligence of the Released Parties. I agree to indemnify and hold the Released Parties harmless from all claims, judgements, and costs, including attorney's fees, incurred in connection with any lawsuit or claim brought as a result of the Minor's participation in the program.

_____ [Initials]

I give permission to the staff to secure proper treatment for myself the Paddler or Minor child. I/we do hereby consent to whatever x-ray, examination, anesthetic, medical, surgical or dental diagnosis or treatment and hospital care are considered necessary in the best judgement of the attending physician, surgeon or dentist and performed by or under the supervision of the medical staff of the hospital or facility furnishing medical or dental services. It is further understood that the undersigned will assume full responsibility for any such action, including payment of costs.

_____ [Initials]

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WAIVER & RELEASE Page 2/3

I understand and acknowledge that the matters described, below, have inherent dangers that no amount of care, caution, instruction, or expertise can eliminate. Dangers include but are NOT limited to the following:

- Moving around the uneven surfaces on the beaches and shores;
- Sharp coral, slippery rocks, debris, rocks, spiny sea urchins or other objects in or around the ocean;
- The unpredictability of powerful waves, shore breaks, waves breaking on the sand or in shallow water, high surf, strong currents, and changing tides;
- Sharks, jellyfish, man-o-war, and other marine life;
- Adverse weather conditions such as cold, windy, or rainy weather;
- Sunburn and/or sunstroke;
- Learning to properly use one (1) man, two (2) man, and six (6) man outrigger canoes, paddles, canoe dollies, or other equipment and others who may also be using such equipment in the area;
- Exposure to pathogens (such as bacteria, e.g., staphylococcus, leptospirosis, and e coli) that are found in Hawaii's shores, streams, and soil.

_____ [Initials]
Injuries resulting from or relating to the use of canoes and recreational equipment and/or participation in ocean activities include but are not limited to bruises, cuts, contusions, abrasions, burns, bites, stings, strains, fractures, concussions, spinal injuries, paralysis, water inhalation, drowning and/or death.

_____ [Initials]
Participation in the activities may involve transportation to or from program locations, which could also result in an accident-causing injury or death.

_____ [Initials]
Participation with KECC is a recreational activity that is governed by the rules of the Hawaii Canoe Racing Association, Hui Wa'a, and laws of the City and County of Honolulu, DLNR, and State of Hawaii.

_____ [Initials]
I have reviewed the dangers recited above and fully understand and acknowledge those dangers.

_____ [Initials]
I understand and acknowledge that the Minor is free to take part in KECC program or choose not to do so.

_____ [Initials]
I expressly and voluntarily assume all risk of personal injury or death sustained in doing so whether or not caused by the negligence of the Released Parties.

_____ [Initials]
I agree that this Agreement is intended to be as broad as permitted by the laws of the State of Hawaii and that if any portion of this agreement is held invalid, the remaining terms shall continue in full legal force and effect.

_____ [Initials]

KUMULOKAHI ELKS CANOE COMMITTEE/CLUB (KECC)

WAIVER & RELEASE page 3/3

This Agreement contains the entire agreement between the parties to this Agreement and the terms of the Agreement are contractual and not a mere recital.

_____ [Initials]
I or my guardian have read this Agreement, fully understand its contents and meaning, and have initialed and signed it of my own free will.

_____ [Initials]
I agree to follow all rules, regulations, and instructions of KECC, and if I do not understand any such rule, regulation, or instruction, I will ask KECC personnel for further explanations
_____ [Initials]

_____ [Initials]
By signing below, I certify that I am the Paddler or legal parent/guardian of the Minor, whose signature appears below. I have read and understand the Waiver and Release Agreement. Where applicable, I have carefully explained the Release Agreement and risks to the Minor, believe the Minor has the maturity and capacity to understand the Agreement and risks, and appreciate the dangers and risks of the program. We have been given an opportunity to have questions answered, and we agree to be bound by the Release Agreement. I agree on behalf of myself, my child, our heirs, successors and assignees.

Signature

Print Name

Date

Signature of Parent/Guardian
(Minors only)

Print Name

Date

KUMULOKAHI ELKS CANOE COMMITTEE/CLUB (KECC)

MEDIA RELEASE, AUTHORIZATION AND CONSENT

_____, being of legal age, or the legal parent or guardian of

_____, a minor (hereinafter, the “Minor”), hereby grant to Kumulokahi Elks Canoe Committee/Club (KECC) the right and permission to use any photograph, video, voice recording, or any other likeness KECC has of the Minor for any purpose and in any and all media. I hereby grant to KECC the right and permission to use the Minor’s name in connection with the photograph, video, recording or other likeness.

I understand the KECC may not condition enrollment or eligibility on whether I sign this, I further understand that I will not receive any financial or other payment.

I grant permission to KECC to put the finished pictures, negatives, reproductions and copies of the original prints, negatives, or recordings of me/the Minor and any recordings which may be made of my/the Minor’s voice or likeness (collectively “Tangible and Intangible Items”) in any legal usage. I grant permission to KECC to use the Tangible and Intangible Items in any manner deemed proper by it so long as such use is in connection with the exhibition, advertising, promotion, distribution and/or any other purpose for the service or trade of KECC’s services or programs.

I understand that I may revoke this Media Release by submitting a written request to Kumulokahi Elks Canoe Committee/Club and/or Lodge leadership. Such revocation, however, will not affect actions already taken by KECC in reliance on my authorization. I will not disaffirm this Media Release on the ground that I/the Minor was unable to enter a binding contract on the date of execution of this Media Release or any similar grounds or endeavor to recover from KECC any sums for being depicted in any video, photograph recording or other likeness. I understand that the information used or disclosed may be subject to redisclosure by the person(s) or class of person(s) receiving it and no longer protected by privacy rules.

I agree to defend, indemnify, and hold harmless KECC and its directors, officers, employees, agents, instructors, independent contractors, and volunteers from all claims of any kind whatsoever by whomever asserted arising out of or in connection with any breach or alleged breach of this Media Release.

I certify that I have read and understand this Media Release, have been given the opportunity to have questions answered, and agree to be bound by this release.

If participant is a Minor: I certify that I am the legal parent/guardian of the Minor whose signature appears above, I have read and understand this Media Release, I believe the Minor has the maturity and capacity to understand this Media Release and have explained the Media Release to the Minor, I have been given an opportunity to have questions answered, and I agree to be bound by this Media Release.

Signature

Print Name

Date

Signature of Parent/Guardian (Minors)

Print Name

Date

KUMULOKAHI ELKS CANOE COMMITTEE/CLUB (KECC)

After completing application, please email to:
jimbauckham@gmail.com