

Release of Liability

Read Carefully - This Affects Your Legal Rights

Family Name: _____

In exchange for participation in the activity of Ohana Camp 2025 organized by Honolulu church of Christ, of 1732 Keeaumoku St, Honolulu, Hawaii, 96822 and/or use of the property, facilities, and services of Honolulu church of Christ, I agree for myself and (if applicable) for the members of my family, to the following:

1. Agreement To Follow Directions. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Honolulu church of Christ, or the employees, representatives, or agents of Honolulu church of Christ.

2. Assumption of the Risks and Release. I recognize that there are certain inherent risks associated with the above-described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Honolulu church of Christ for injury, loss, or damage arising out of my or my family's use of or presence upon the facilities of Honolulu church of Christ, whether caused by the fault of myself, my family, Honolulu church of Christ or other third parties.

3. Indemnification. I agree to indemnify and defend Honolulu church of Christ against all claims, causes of action, damages, judgments, costs, or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Honolulu church of Christ.

4. Fees. I agree to pay for all damages to the facilities of Honolulu church of Christ caused by any negligent, reckless, or willful actions by me or my family.

5. Consent. I, _____, consent to the participation of myself and my family members _____, _____, _____, _____, _____, _____, _____, _____, _____ in the activity of Ohana Camp 2025, and agree on behalf of the above minor(s) to all of the terms and conditions of this agreement. By signing this Release of Liability, I represent that I have legal authority over and custody of the above mentioned minors.

6. Medical Authorization. In the event of an injury to the above minor during the above-described activities, I give my permission to Honolulu church of Christ or to the employees, representatives, or agents of Honolulu church of Christ to arrange for all necessary medical treatment for which I shall be financially responsible. This temporary authority will begin on July 18, 2025 and will remain in effect until terminated in writing by the undersigned or July 20, 2025, whichever occurs first. Honolulu church of Christ shall have the following powers:

- a. The power to seek appropriate medical treatment or attention on behalf of my child as may be required by the circumstances, including without limitation, that of a licensed medical physician and/or a hospital;
- b. The power to authorize medical treatment or medical procedures in an emergency situation; and
- c. The power to make appropriate decisions regarding clothing, bodily nourishment and shelter.

7. Applicable Law. Any legal or equitable claim that may arise from participation in the above shall be resolved under Hawaii law.

8. No Duress. I agree and acknowledge that I am under no pressure or duress to sign this agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this agreement if I so desire. I further agree and acknowledge

that Honolulu church of Christ has offered to refund any fees I have paid to use its facilities if I choose not to sign this agreement.

9. Arm's Length Agreement. This agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this agreement or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

10. Enforceability. The invalidity or unenforceability of any provision of this agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this agreement or of any other applications of such provision, as the case may be. Such invalid or unenforceable provision shall be deemed not to be a part of this agreement.

11. Emergency Contact. In case of an emergency, please call Tagiilima Esene Jr (Relationship: Minister) at 808-861-2996 (Day), or 808-861-2996 (Evening).

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Printed Name: _____ Date: _____

Signed Name: _____