

**Honolulu Festival Volunteer
Liability Waiver and Release; Image Consent and Release**

In consideration of my being allowed by Honolulu Festival Foundation (“HF”) to participate as a Volunteer for the Honolulu Festival I agree to the following:

I understand that my duties as a Volunteer may include, but not limited to, directing attendees to event locations, handing out pamphlets, communicating and assisting with festival attendees and/or participants and work of that nature. I understand that as a Volunteer I may also be asked to hold placards and signs during the parade and marching in the parade. I further acknowledge that I also may be asked to carry the “mikoshi” floats.

Particularly with respect to carrying the float, I certify that I have no health condition which would prevent me from carrying the float.

On behalf of myself and/or my child, I assume all risks incidental to performing any of the aforementioned Volunteer activities (including carrying the float), including, without limitation, injury or loss to person or property. I acknowledge that I have been fully advised of the dangers incidental to participating in the parade as a Volunteer, including slips, trips and falls. I acknowledge that carrying the float requires physical strength and that I am capable of lifting 50 pounds. I assume all of the risks and will be solely responsible for myself and/or my child’s safety, safekeeping and well-being.

I, on behalf of myself and/or my child, my heirs, devisees, personal representatives, successors, assigns, hereby agree to release and forever discharge HF, its officers, directors, employees, agents, representatives, affiliates, and subsidiaries (“HF Group”) from any and all liabilities, claims, actions, damages, penalties, suites, costs or expenses of any nature whatsoever, arising out of or in any way related, directly or indirectly, to my participation in the Parade as a Volunteer. I represent that my and/or my child’s physical and mental condition is such that I and/or my child will be fully able to participate as Volunteer without the need for special assistance. I hereby agree to indemnify and hold harmless each of the HF Group Parties from and against all liabilities, claims, actions, damages, penalties, suites, costs or expenses of any natures whatsoever, including attorney’s fees, incurred by any of the HF Group Parties and arising out of or in any way related, directly or indirectly, to my participation in the Honolulu Festival as a Volunteer.

I, for myself and my child, respective heirs, executors, assigns and administrators, hereby consent and agree that HF Group has the right to take photographs or other images of me and/or my child and property in connection with the Parade (the “Images”) and may use my and/or my child’s likeness, voice and/or name. I hereby consent that HF Group and its agents may use the Images in all media including, without limitation, television, print, internet, radio, promotional materials, and ads, without compensation to me or my child. I also hereby waive and release all of my and my child’s rights and claims to the Images and allow them to become HF Group property so that HF Group shall have the right to publish, reproduce, distribute and make other uses free of

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all claims. I release the HF Group Parties from any and all claims, actions and liabilities arising out of the use of the Images.

By signing below, I acknowledge and represent that: (1) I have read the above waiver and release, understand it, and sign voluntarily; (2) I am at least 18 years of age and am of sound mind; (3) I am the parent or legal guardian of the child named in this waiver (4) neither I nor my child has any known physical or mental condition that would increase the likelihood or serious injury from such participation; and (5) in case of emergency, and in the event that HF staff are unable to contact the emergency contact listed below, I give permission to have myself and my child taken to and treated at the nearest available medical facility.

I further declare on behalf of myself and/or my child that I AM EXPRESSLY AND VOLUNTARILY, ON BEHALF OF MYSELF AND/OR MY CHILD ASSUMING ALL RISKS with respect to my participation as a Volunteer, particularly with respect to carrying the float.

I HAVE READ THIS AGREEMENT AND RELEASE OF LIABILITY, FULLY UNDERSTAND ITS CONTENTS AND MEANING, AND SIGN IT OF MY OWN FREE WILL.

Participant's Signature: _____ Date: _____

Participant's Name **(please print)**: _____

Parent Signature (if participant under 18 years) _____

Parent's Name **(please print)**: _____

Address: _____

Telephone: (day) _____ (evening): _____

Person to contact in case of emergency: _____

Relationship: _____ Phone (day) _____ (eve) _____