

Rec. by (initials): _____; date: _____; (Inst. if not UHM)Class(es)/Instructor(s): _____; Hours req.: _____; Hours completed: _____

Please submit the filled Release and Waiver Form in hard copy with your original signature(s) to:

CSS PROGRAM FOR CIVIC ENGAGEMENT
ACCESS, Dean Hall Room 7, UHMānoa
2450 Campus Road, Honolulu, HI 96822
Ph. (808) 956 0655. Email: csssl@hawaii.edu



University of Hawai'i Assumption of Risk Release and Waiver

I, _____ (the undersigned) understand that there are risks involved in my participation in service-learning activities, projects, and programs administered by or through the University of Hawai'i at Mānoa College of Social Sciences' Program of Civic Engagement, during the _____ semester of _____ (year), including the risk of PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH. I understand that involved community and institutional partners, the State of Hawai'i, the University of Hawai'i System, including the University of Hawai'i at Mānoa and its College of Social Sciences and Department of Ethnic Studies, and their service-learning programs, their departments and other entities, as well as their officers, agents, employees, or representatives do not provide liability insurance, or otherwise indemnify me or anyone else who may participate in these programs, projects and activities, for any injuries or any other liabilities arising from my participation, including transportation to and from the sites of service.

Therefore, in consideration of my participation, I assume all risks and responsibilities in relation to my participation in service-learning activities, projects, and programs administered by or through the University of Hawai'i at Mānoa College of Social Sciences' Program of Civic Engagement, including but not limited to the Mālama I Nā Ahupua'a and Ka Holo Wa'a programs, I release, agree to defend, hold harmless, and indemnify involved community and institutional partners, the State of Hawai'i, the University of Hawai'i System, including the University of Hawai'i at Mānoa and its College of Social Sciences and Department of Ethnic Studies, and their service-learning programs, their departments and other entities, as well as their officers, agents, employees, or representatives from and against all liabilities, claims, demands or causes of actions, including claims for property damage, personal injury, or death CAUSED BY THE PASSIVE OR ACTIVE NEGLIGENCE OF MYSELF AND/OR INVOLVED COMMUNITY AND INSTITUTIONAL PARTNERS, THE STATE OF HAWAII, THE UNIVERSITY OF HAWAII SYSTEM, INCLUDING THE UNIVERSITY OF HAWAII AT MĀNOA AND ITS COLLEGE OF SOCIAL SCIENCES AND DEPARTMENT OF ETHNIC STUDIES, AND THEIR SERVICE-LEARNING PROGRAMS, THEIR DEPARTMENTS AND OTHER ENTITIES, AS WELL AS THEIR OFFICERS, AGENTS, EMPLOYEES, OR REPRESENTATIVES for any hidden, latent or obvious defect in equipment, or caused by any other activities of mine, or anyone else who may be a participant in the above-mentioned activities, including transportation to and from the sites of service.

I declare that the information provided by me is correct and made in good faith.

PHOTO/VIDEO RELEASE: I understand that my classroom and field work and photo/video likeness may be selected for use in reporting, program materials, and outreach. In this event, I will make no monetary or other claim against involved community and institutional partners, the State of Hawai'i, the University of Hawai'i System, including the University of Hawai'i at Mānoa and its College of Social Sciences and Department of Ethnic Studies, and their service-learning programs, their departments and other entities, as well as their officers, agents, employees, or representatives for such use. Unless initialized below, I hereby give my permission for the release of my work and likeness for program use. I do agree to and will uphold the terms of this agreement.

_____ I do NOT allow my photo or video likeness used by any of the institutions or programs mentioned in this agreement.

(Initial) It is your own responsibility to make this decision known to site leaders and participants in activities, where photographing, taping, or filming may take place.

Participant signature

Date

Print name

Parent or Guardian Signature (if participant is under 18)

Date

Print Parent/Guardian Name

Participant email

Phone

Parent/Guardian Email

Address while in Hawai'i

City

State

Zip

Emergency contact: Name, relationship, and phone number

Authorized Official Signature

Date

Print name

CONSENT, WAIVER, RELEASE AND INDEMNITY AGREEMENT

To be completed by Covered Program: This consent, waiver, release and indemnity agreement covers any and all service-learning and internship programs, projects, and activities administered through the ACCESS Engagement Unit at the UHM College of Social Sciences through the Fall semester of 2019 (August 26 to December 21, 2019)

To be completed by participant:

In consideration for my participation in the Covered Program, I agree to the following on behalf of myself and my heirs, executors, administrators, and personal representatives:

1. Representation of health. I understand the nature of the Covered Program and I represent that I am in good physical, mental, and emotional health and able to participate in the Covered Program. If, at any time, I believe the conditions of my participation to be unsafe, I will immediately cease further participation in the Covered Program. I further agree to and represent that in connection with my participation in the Covered Program: (a) I will be covered by a private medical and liability insurance policy, (b) I am not employed by the University of Hawai'i, and (c) the University of Hawai'i will not be responsible for or required to indemnify or defend me with respect to any illness, personal or bodily injury, death, economic and property damage, severe emotional loss, and any other loss, damage, or injury (collectively the "Injuries/Damages") that I may sustain or suffer in connection with my participation in the Covered Program.

2. Assumption of risk. I understand and acknowledge the dangers and risks involved in my participation in the Covered Program including the Injuries/Damages. These Injuries/Damages may be caused by actions or inactions of myself or others participating in the Covered Program and/or the conditions where the Covered Program occurs. I acknowledge that there may be other Injuries/Damages not known to me or not readily foreseeable at this time. I fully accept and assume all risks of the Injuries/Damages resulting from my participation in the Covered Program. I have read and understood all written materials setting forth the requirements for my participation and I will observe, follow, and comply with all verbal and written instructions.

3. Waiver and release. I hereby waive, release, and discharge any and all claims, demands, actions, rights, and causes of action for any and all Injuries/Damages, known or unknown, related to, arising from, or traceable either directly or indirectly to my participation in the Covered Program (collectively the "Released Claims").

4. Indemnify, defend, and hold harmless. I accept full responsibility for my participation in the Covered Program and I agree to indemnify, defend, and hold harmless the University of Hawai'i, and its past, present and future Board of Regents, officers, employees, agents, and assigns from any and all Released Claims and any and all demands, actions, judgments, injunctions, orders, directives, penalties, assessments, liens, liabilities, losses, damages, costs, and expenses (including attorneys' fees), arising or resulting from or caused by any of my acts or omissions (or by any person for whom I am responsible) during, involving, or related to my participation in the Covered Program.

5. Photo, Video and Sound Recording Release and Consent. I authorize the University of Hawai'i and its officers, agents, employees, successors, licensees, and assigns to take and use photographs, video, and sound recordings of and/or live stream my participation in the Covered Program, and to use my name, image, likeness, appearance, and voice (collectively the "Recordings"): (a) for any legitimate purpose, including any educational, institutional, scientific, fundraising or informational purposes, (b) in perpetuity, (c) on a worldwide basis, (d) without compensation to me, (e) in any manner or media, including use on social media sites and web pages accessible to the general public, and (f) alone or in combination with other Recordings. All right, title, and interest in the Recordings belong solely to the University of Hawai'i. I understand the Covered Program may attract media coverage or be recorded, in whole or in part, for rebroadcast or retransmission, and I consent to my inclusion in such media coverage, which may appear in print media, live or replay telecast or broadcast, podcast, and/or through social media and internet postings.

I have read this Consent, Waiver, Release, and Indemnity ("Agreement") and I understand that I am giving up substantial rights, including the right to sue. I am participating in the Covered Program freely and voluntarily. I agree that: (a) the laws of the State of Hawai'i shall apply to this Agreement and (b) if any portion of the Agreement is invalid, the remainder of the Agreement shall continue in full force and effect.

Signature of Participant

Print Name

Date