

**RELEASE AND WAIVER OF LIABILITY,  
INDEMNITY AGREEMENT AND ASSUMPTION OF RISK**

*Read carefully before signing*

I, \_\_\_\_\_, am a participant in the clean up project sponsored by American Red Cross, Hawaii State Chapter ("Organizer") in \_\_\_\_\_, Hawaii on \_\_\_\_\_, 200\_. I am aware that my participation in the cleanup may involve risks of injury, death, or personal property loss or damage. The risks include, but are not limited to exposure to hazardous waste and other refuse, slipping and falling, or other injuries, accidents while traveling to and from the cleanup site and other risks that may not be known. I understand that Matson Navigation Company, Inc. ("Matson") has furnished certain equipment to facilitate the clean up activities.

In consideration for being permitted to participate in these activities, including use of the equipment furnished by Matson, **I AGREE TO: RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** Organizer, all members of Organizer, Matson, and its affiliates, agents, contractors, servants, directors, officers, and employees, and all project participants, (which parties are jointly referred to in this agreement as "**RELEASEES**" ) for **ALL CLAIMS OF LIABILITY** for injury, death, property damage or other loss, now or in the future, as a result of my participation in these activities or activities incidental thereto **EVEN IF CAUSED BY THE NEGLIGENCE OF THE RELEASEES.**

**TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES** from all claims of liability for any injury, death, property damage or other loss I incur **EVEN IF CAUSED BY THE NEGLIGENCE OF RELEASEES.**

**ASSUMPTION OF RISK** - I acknowledge the risks in the activities and I voluntarily **ASSUME ALL RISKS, BOTH KNOWN AND UNKNOWN, AND ACCEPT FULL RESPONSIBILITY** for injury, death, property damage or other loss **EVEN IF CAUSED BY THE NEGLIGENCE OF RELEASEES.**

**IT IS THE INTENTION OF THIS AGREEMENT TO EXEMPT AND RELIEVE RELEASEES FROM LIABILITY AND BAR ANY RIGHT TO SUE RELEASEES FOR PERSONAL INJURY, PROPERTY DAMAGE AND WRONGFUL DEATH CAUSED BY NEGLIGENCE.** I expressly agree that this Release and Waiver of Liability, Indemnity Agreement and Assumption of Risk Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Hawaii and that, if any portion of the agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect.

I hereby release the Releasees from any claim whatsoever on account of first aid treatment or service rendered to me during my participation in the activities, **EVEN IF CAUSED BY NEGLIGENCE OF RELEASEES.**

I have carefully read this agreement and fully understand its contents. **I AM AWARE THAT THIS IS A RELEASE AND WAIVER OF LIABILITY TO ALL RELEASEES AND THAT BY SIGNING THIS AGREEMENT I AM GIVING UP IMPORTANT LEGAL RIGHTS.** I understand and freely sign this agreement and agree that no oral representations, statements or inducements have been made apart from the forgoing agreement. This **AGREEMENT** shall bind my heirs, executors, assigns, legal representative and family members.

Signature: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Date: \_\_\_\_\_

If the signatory is a minor, this form must also be signed by a parent.

I, the undersigned parent of \_\_\_\_\_, a minor who is participating in the activities described in this agreement, consent to the participation of my child in such activities and agree to the **RELEASES AND WAIVERS OF LIABILITY, INDEMNITY AGREEMENTS AND ASSUMPTION OF RISK** as set forth in this agreement.

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_