

# **KAUAI OUTRIGGER ASSOCIATION (KOA)**

**Please Read Carefully Before Signing This Waiver Agreement**

## **WAIVER, RELEASE AND INDEMNITY AGREEMENT**

I, \_\_\_\_\_, realize that danger exists in my participation in Outrigger Canoe Paddling.

Although I am in good health and able to participate in such activity, I realize that such participation involves paddling in a canoe in hazardous ocean conditions and may result in illness or injury due to accidents, collisions, the forces of nature, or other unforeseeable causes. Such illness and injury may include but is not limited to exposure to infectious diseases such as COVID-19 and its various strains. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death from COVID-19 and its various strains and/or other infectious diseases does exist. Such illness and injury may also include sprains, fractures, dislocations, paralysis, and/or death. Possible injuries may cause serious and permanent disability. By my participation in Outrigger Canoe Paddling, I hereby knowingly and freely assume these and other possible risks arising out of this activity, even if arising from the negligence or fault of Kauai Outrigger Association (KOA) and/or its affiliates.

I further acknowledge and understand that by signing this Waiver, Release and Indemnity Agreement I AM SOLELY RESPONSIBLE FOR ANYTHING THAT MAY OCCUR (INCLUDING BUT NOT LIMITED TO INJURY, HARM OR LOSS) DURING MY OUTRIGGER CANOE PADDLING EXPERIENCE WITH KAUAI OUTRIGGER ASSOCIATION (KOA) AND/OR ITS AFFILIATES.

I also, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to waive, release, discharge, hold harmless and indemnify KAUAI OUTRIGGER ASSOCIATION (KOA) and its members, officers, directors, agents, representatives, employees, subcontractors or affiliates from any and all claims and suits for bodily injury, property damage, wrongful death, loss of services or otherwise, which may arise out of my participation in Outrigger Canoe Paddling, whether or not such claims or suits arise from the negligence, fault or conduct of any kind by the organizers and conductors of this activity, their employees or volunteers, another participant, any other person or from any other cause.

By signing this Agreement, I certify that I have fully read and understand this Agreement, and am competent to enter into this contract; my mind is clear; I am not under the influence of any drugs or alcohol. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND I SIGN IT VOLUNTARILY.

NAME (PRINT): \_\_\_\_\_ D.O.B.: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

## **COVID-19 SAFETY ACKNOWLEDGEMENT – LIABILITY WAIVER AND RELEASE OF CLAIMS**

While participating in events held or sponsored by the Kauai Outrigger Association (KOA), “social distancing” must be practiced and face coverings worn at all times to reduce the risk of exposure to COVID-19. Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, KOA has put in place preventative measures to reduce the spread of COVID-19. However, KOA cannot guarantee that its participants, volunteers, partners, or others in attendance will not become infected with COVID-19.

In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not engage in KOA’s events and/or other face to face activities. By attending a KOA event, you certify that you do not fall into any of the following categories:

1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with: COVID-19, which include fever, cough, and shortness of breath among others;
2. Individuals who have traveled at any point in the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained COVID-19 community spread; or
3. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

### **DUTY TO SELF-MONITOR:**

Participants and volunteers agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and, contact KOA @ [info@KOApaddler.org](mailto:info@KOApaddler.org), if he/she experiences symptoms of COVID-19 within 14 days after participating or volunteering with KOA.

**RELEASE AND WAIVER.** I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OF NATURE AGAINST THE KAUAI OUTRIGGER ASSOCIATION AND ITS AFFILIATED PARTNERS AND SPONSORS, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS (THE “RELEASED PARTIES”), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MY HEREINAFTER ACCURE ON MY BEHALF, WHICH ARISE OR MAY HEREINAFTER ARISE FROM MY PARTICIPATION WITH THE ACTIVITY.

**ASSUMPTION OF THE RISK.** I acknowledge and understand the following:

1. Participating includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce the risk, the risk of serious illness and death do exist;
2. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties; and
3. I hereby knowingly assume the risk of injury, harm and loss associated with the Activity, including any injury, harm and loss caused by the negligence, fault or conduct of any kind by the Released Parties.

\_\_\_\_\_  
DATE:

\_\_\_\_\_  
SIGNATURE / PRINT: