

WAIVER AND RELEASE OF LIABILITY

FRIENDS OF LILI'UOKALANI GARDENS

In consideration of the risk of injury while voluntarily participating in various tasks related to the floral design competition at Liliuokalani Gardens in Hilo, Hawaii, including without limitation cleaning, pruning, hauling flowers and other floral design activities (the "Activities"), and in consideration of the right to voluntarily participate in the Activities, I hereby, for myself, my heirs, executors, administrators, assigns and personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activities, and do hereby release and forever discharge the Friends of Lili' uokalani Gardens, a Hawaii non-profit corporation, whose mailing address is P.O. Box 5147, Hilo, Hawaii 96721, and its officers, directors, members, agents, staff and volunteers for any physical or psychological injury, including but not limited to illness, death, damages, economical and emotional loss, that I may sustain as a result of my participation in the Activities, including traveling to and from an event related to the Activities.

I agree to indemnify and hold harmless the Friends of Lili' uokalani Gardens against any and all claims, suits, or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorneys' fees and related costs, in litigation arising pursuant to any claim made by me or by anyone else acting on my behalf. If the Friends of Lili' uokalani Gardens incurs any of these types of expenses, I agree to reimburse the Friends of Lili' uokalani Gardens.

In the event that I should require medical care or treatment arising from my participation in the Activities, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event of an emergency, please contact the following person(s) in the order presented:

Emergency Contact	Contact Relationship	Contact Telephone No.
_____	_____	_____
_____	_____	_____

I, the undersigned, affirm that I am of the age of 18 years or older, and that I am freely entering into this agreement. I certify that I have read this agreement and that I fully understand its content. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

Participant's Name: _____

Participant's Address: _____

Signature: _____

Date: _____

PARENT/GUARDIAN WAIVER

In the event that the participant is under the age of 18 years or who is under a guardianship, this release must be signed by a parent or the guardian, as follows:

I hereby certify that I am the parent/guardian (circle one) of _____,
named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent/Guardian's Name: _____

Relationship: _____

Signature: _____

Date: _____