

Hawaii Table Tennis Club

Release and Waiver of Liability, Assumption of Risk, and Indemnity, and Parental Consent Agreement

IN CONSIDERATION of being permitted to participate in any way in Hawaii Table Tennis Club sanctioned events, I and/or my minor child, our personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I and/or my minor understand the nature of Table Tennis Activities and that I and/or my minor child are qualified, in good health, and in proper physical condition to participate in such Activity. I further agree that if at any time I believe conditions or equipment to be unsafe, I and/or my minor child will immediately discontinue further participation in the Activity.

2. FULLY UNDERSTAND that (a) TABLE TENNIS ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by me and/or my child's own actions, or inaction, or the actions or inaction of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I and/or my minor child incur as a result of my participation in the Activity.

3. HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS, AND/OR DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS, OR DEATH, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW;

4. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE HAWAII TABLE TENNIS CLUB, their respective administrators, directors, agents, officers, officials, volunteers, and employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I and/or my minor child, or anyone on my and/or my minor child's behalf, makes a claim against any of the Releases, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

5. I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Printed Name of Participant

Participant's Signature (only if over 18)

Date

Printed Name of Parent /
Guardian

Participant's Signature (only if over 18)

Date

Printed Name of Minor Child _____