<u>YWAM Ships Orange County, Mountain and Sea Adventures, and UofN Inc, Kona</u> <u>Hawaii Waiver of Liability</u>

- 1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE YWAM Ships Orange County, Mountain and Sea Adventures, and UofN Inc, Kona Hawaii, its director, employees, and agents (hereinafter referred to as "releasees") from all liability to the undersigned and all his or her personal representatives, assigns, heirs and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned or such children whether caused by the negligence of the releasees or otherwise while the undersigned or such children are in anyway involved in or participating in any programs organized by or affiliated with YWAM Ships Orange County, Mountain and Sea Adventures, and UofN Inc, Kona Hawaii.
- 2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage or cost they may incur due to the undersigned or such children in anyway participating in, observing or engaging in any programs organized by or affiliated with YWAM Ships Orange County, Mountain and Sea Adventures, and UofN Inc, Kona Hawaii whether caused by the negligence of the releasees or otherwise.
- 3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR THE RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such children due to the negligence of releasee or otherwise while in anyway participating in, observing, or engaging in any program organized by or affiliated with YWAM Ships Orange County, Mountain and Sea Adventures, and UofN Inc, Kona Hawaii.
- 4. THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
- 5. THE UNDERSIGNED agrees to allow YWAM Ships Orange County, Mountain and Sea Adventures, and UofN Inc, Kona Hawaii to film/photograph your child solely for the purpose of marketing our program.
- 6. THE UNDERSIGNED HAS READ AND VOLUNTAIRLY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representation, statement or inducement apart from the foregoing written agreement have been made.
- 7. THE UNDERSIGNED acknowledges that YWAM Ships Orange County, Mountain and Sea Adventures, and UofN Inc, Kona are three distinctly separate legal entities which are independently governed by separate boards of directors and staffs, develop their own programs, and have no control over any of the other entities.

I understand that by signing this document I am giving up substantial rights, including my right to sue. In consideration for being permitted to participate in non-essential recreational activities I freely and voluntarily grant this **unconditional release of all liability to the greatest extent allowed by law**.

NAME OF PARTICIPANT:	
SIGNATURE:	DATE:

This must be read completely and signed in order for participation in our programs or schools.