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_____, the undersigned, affirm that I am participating voluntarily in

Honolulu Masters Water Polo practices, scrimmages, games, tournaments, and/or other functions at Ala Moana Beach Park or any other future designated locations as:

Participant Guest Competitor Volunteer

I represent, covenant, and agree, on behalf of myself and my heirs, assigns, and any other person claiming by, under, or through me, as follows:

I attest that I am 18 years of age or older and understand that minors may not participate in Honolulu Masters Water Polo practices, scrimmages, games, tournaments, and/or other in-water sports functions.

I agree to always adhere to the Honolulu Masters Water Polo player code of conduct when participating in sanctioned Honolulu Master Water Polo events and activities and agree that failure to adhere to the player code of conduct may result in my exclusion from further participation.

I acknowledge that participating in the above-noted activities involves certain risks, some of which I may not fully appreciate, and that injuries, near drowning/ drowning, death, property damage, or other harm could occur to me or others. I accept and voluntarily incur all risks of any injuries, damages, or harm that arise during or result from my participation in the activity. These risks include but are not limited to, the possibility of accident or illness while traveling to and from events as well as any injury arising out of participation in the physical activity involved with this activity or other participants. Honolulu Masters Water Polo strongly recommends that each club member have an annual physical examination and carry personal health and accident insurance.

I waive all claims against Honolulu Masters Water Polo (501c3), its board members, affiliates, volunteers, officers, or agents, (Released Parties) for any injuries, damages, losses, or claims, whether known or unknown, which arise during or result from my participation in the activity or from unsanctioned actions of members or participants. I release and forever discharge the Released Parties from all such claims. The parties agree that this agreement does not waive or release any rights I may have under applicable Hawai'i or Federal law.

I agree to indemnify and hold the Released Parties harmless from all losses, liabilities, damages, costs, or expenses, including but not limited to reasonable attorneys' fees and other litigation costs and expenses, incurred by any of the Released Parties as a result of any claims or suits that I or anyone claiming by, under, or through me may bring against any of the Released Parties or recover any losses, liabilities, costs, damages, or expenses which arise during or result from my participation in any Honolulu Masters Water Polo activity.

I understand that Honolulu Masters Water Polo (501c3) policy strictly prohibits the use, publication, or distribution of images, video, audio, or digital recordings of its members created during any sanctioned Honolulu Masters Water Polo events or activities without written authorization and consent from Honolulu Masters Water Polo and its members.

I have carefully read and reviewed this Waiver, Release, and Hold Harmless Agreement. I understand it fully and I execute it voluntarily.

EXECUTED this _____day of _____, 20____

___/__/____ Date of Birth

Signature of Participant