

MENEHUNE SPORTS FOUNDATION

**ASSUMPTION OF RISK AND RELEASE AND WAIVER OF LIABILITY
AGREEMENT**

Menehune Sports Foundation (“Menehune Basketball”), a Hawaii nonprofit corporation, operates the Menehune Basketball Leagues, Tournaments, and Clinics (collectively referred to as the “Menehune Basketball League”).

The undersigned desires to participate in the Menehune Basketball League.

This Assumption of Risk and Release and Waiver of Liability Agreement (the “Release”) releases Menehune Basketball, and each of its directors, officers, employees, agents, volunteers, sponsors, and affiliates (collectively the “Releasees”), from all liability related to the undersigned’s participation, in any way, in the Menehune Basketball League.

In consideration of being allowed to participate, in any way, in the Menehune Basketball League, and its sports events, related events, and activities, the undersigned acknowledges, appreciates, and agrees as follows:

1. I am _____ years old.
2. I am physically fit and I have no known medical condition which prohibits participation in sports activities, including, but not limited to basketball.
3. Sports activities, including, but not limited to basketball and the activities of the Menehune Basketball League (collectively referred to as “Sports Activities”) involve physical contact between participants, and serious accidents occasionally occur during such Sports Activities, and participants in such Sports Activities occasionally sustain serious personal injuries (including death) and/or property damage, as a consequence thereof.
4. The risks of injury and illness (including, but not limited to, communicable diseases such as MRSA, influenza, and COVID-19) from such Sports Activities are significant, potentially life-threatening, and while particular rules, equipment, and personal discipline may reduce these risks, the risks of serious injury and illness do exist.
5. There are risks to me of exposure to directly or indirectly arising out of, contributed to, by, or resulting from an outbreak of any and all communicable diseases, including but not limited to, the virus “severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)”, which is responsible for Coronavirus Disease (COVID-19) and/or any mutation or variation thereof.
6. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the Releasees, and I assume full responsibility for my participation in the Menehune Basketball League.

7. I hereby release and discharge Releasees from all actions, claims or demands that I or my heirs, guardians, assigns, successors, or legal representatives now have, or may have in the future, for injury or damage resulting or arising from or related to my participation in the Menehune Basketball League, other than any such injury or damage arising from or related to the willful misconduct of the Releasees.

8. To the fullest extent permitted by applicable law, I shall protect, defend, indemnify, and hold harmless Releasees against any and all losses, liabilities, fines, penalties, claims, actual damages, judgments, and costs (including reasonable attorney's fees) arising from any claim against Releasees, which relate to or arise from my participation in the Menehune Basketball League.

9. I shall comply with the stated and customary terms and conditions for participation in the Menehune Basketball League.

10. If I observe any unusual significant hazard during my participation in the Menehune Basketball League, I shall immediately remove myself from participation and bring such hazard to the attention of the nearest official and Menehune Basketball.

11. I shall follow all laws, rules, and guidelines regulating the conduct of the Menehune Basketball League.

12. I am solely responsible for the mechanical and/or operating condition of any and all sporting equipment I use, and I will continuously inspect and maintain that equipment, even if I have obtained any of the equipment from the Releasees.

13. I consent to Menehune Basketball taking photographs, audio, text, video, and other media of me at Menehune Basketball League events, and to the publication and use of such media and my name, likeness, and identity by Menehune Basketball or its designee in various media, marketing, and promotions. I waive any demand for compensation or royalties relating to such use or publication.

14. This Release is intended to be as broad and inclusive as permitted by the laws of the State of Hawaii and is to be governed by and interpreted in accordance with the laws of the State of Hawaii.

15. In the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release will not be affected.

I HAVE READ THIS ASSUMPTION OF RISK AND RELEASE AND WAIVER OF LIABILITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

DATE: _____

PRINT NAME: _____

SIGNATURE: _____

TEAM: _____

PARENT(S)/GUARDIAN(S) PROVISIONS

This Section applies to any participant in the Menehune League Basketball League who is under eighteen (18) years of age and must be executed by each of the participant’s Parent(s) or Guardian(s).

I am the Parent or Guardian of _____ (hereinafter referred to as the “Child”) and I hereby give express permission for the Child to engage in the Menehune Basketball League and the Sports Activities described in this Assumption of Risk and Release and Waiver of Liability Agreement.

I have read this Assumption of Risk and Release and Waiver of Liability Agreement, understand its provisions, understand that the Child will be playing against adults, understand the inherent and other risks involved, and freely and voluntarily, and without conditions, give permission for the Child to participate in the Menehune Basketball League and the Sports Activities described in this Assumption of Risk and Release and Waiver of Liability Agreement.

I certify that the Child has full medical insurance coverage.

I execute this Assumption of Risk and Release and Waiver of Liability Agreement, and agree to all of the provisions of the Assumption of Risk and Release and Waiver of Liability Agreement, including those regarding assumption of risk, release, covenant not to sue, and indemnity, on behalf of the minor Child to the full extent allowed by law.

I agree to the provisions in this Assumption of Risk and Release and Waiver of Liability Agreement, including provisions regarding assumption of risk, release, covenant not to sue, and indemnity, on behalf of myself.

I agree that I shall be responsible for all obligations of the Child under this Assumption of Risk and Release and Waiver of Liability Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement and Release on this _____ day of _____, 20__.

PARENT or GUARDIAN NO. 1:

Printed Name: _____

PARENT or GUARDIAN NO. 2:

Printed Name: _____