



# MOILIILI COMMUNITY CENTER

## Children & Families Program Participant and/or Volunteer Assumption of Risk, Release of Liability, Indemnification, Medical Release, and Media Waiver Agreement

Participant & Teen Volunteer \_\_\_\_\_

I understand that Moiliili Community Center (“Center”) offers through its Children & Families Program (“Program”), a variety of activities throughout the year for students ranging from elementary school through secondary school, including but not limited to After-School Plus (A+), fall intersession, holiday, Teens In Action programs. I further acknowledge that parents and legal guardians may wish to participate in some or all of those activities with their child. The specific risks vary from one activity to another, but the risks range from 1) damaged or lost property, 2) minor injuries such as scratches, cuts, bruises, and strains, 3) major injuries such as broken bones, concussions, paralysis, up to and including death, to 4) exposure to or infection by COVID-19<sup>1</sup> which may result in personal injury, illness, permanent disability, and death, despite all preventative measures employed by the Center. I understand and acknowledge that participation by me and my child in the Center’s programs is strictly voluntary. For purposes of this agreement, “child” includes a minor who is in the care of a legal guardian.

### **Activities Assumption of Risk, Release, and Indemnity:**

In consideration of my child’s and/or my participation in the Program, on behalf of my child and myself, our personal representatives, heirs, and assigns, I

1. Assume any and all risk of injury, loss, or damage up to and including death which may arise out of my child and/or my participation in any activity occurring anywhere when participating/volunteering in the Program;
2. Waive and release any and all claims against the State of Hawaii, Department of Education A-Plus, and the Center, its trustees, board of directors, employees, agents, and representatives, in their personal and professional capacities, collectively referred to as “MCC,” for any and all injuries, losses, or damages up to and including death that my child and/or I sustain in connection with or arising out of such participation;
3. Waive, release, and hold harmless MCC from any responsibility for injuries, liabilities, losses, or damages up to and including death connected with or arising out of my or my child’s transportation in a vehicle provided or used in connection with such participation; and
4. Agree to indemnify, defend, and forever hold harmless MCC from and against all claims by the third parties that may arise out of such participation, including the rendering of first aid to me and/or my child. While MCC may provide first aid to me or my child, final and complete responsibility for our health is mine.

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<sup>1</sup> The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. The Center has put in place preventative measures to reduce the spread of COVID-19; however, the Center cannot guarantee that you or your child will not become infected with COVID-19. Further, attending the Center could increase your risk and your child’s risk of contracting COVID-19.



**Medical Release**

I understand that in the event of illness or injury to my child and/or me, MCC may, but is not obligated to provide available first-aid care or treatment. I hereby authorize all necessary medical care or treatment to my child and/or me, with or without my prior consent, and understand that the Center will make reasonable attempts to notify me, or the person whom I designate as an emergency contact, as soon as possible of illness or injury to me and/or my child. I acknowledge and agree that it is my responsibility to provide MCC with the necessary information to use to reach me or the person whom I designate as the emergency contact. I further authorize the Center to refer my child such physician(s) or facilities, as are deemed necessary or appropriate, and my preference of physician or facilities in the event of such consultation or referral is on my child's registration/application form.

**Media Waiver**

I further consent to the making of visual and/or sound recordings (materials) of my child or me by MCC. I consent to MCC's use of materials in any manner and purpose deemed appropriate by MCC, and waive both my or my child's right to approve the materials and I understand that MCC is not obligated to use any of the materials.

**I ACKNOWLEDGE AND REPRESENT THAT I HAVE READ THIS ENTIRE DOCUMENT, THAT I UNDERSTAND ITS TERMS AND PROVISIONS, THAT I UNDERSTAND THAT IT AFFECTS MY CHILD'S AND MY LEGAL RIGHTS, THAT IT IS A BINDING AGREEMENT, AND I SIGN IT KNOWINGLY AND VOLUNTARILY.**

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Signature of Parent or Legal Guardian

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Date

