



Events at Botanical World Adventures

DBA of BWA LLC (BWA)

PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

READ BEFORE SIGNING

The person(s) who is/are participating in any event, related events and activities (hereafter "PROGRAM") in World Botanical Gardens (hereinafter the "PROPERTY") at Botanical World Adventures (a DBA of BWA LLC hereafter "BWA" and "RELEASEES") shall be referred to hereinafter as "PARTICIPANT". "THE UNDERSIGNED" means the PARTICIPANT and their respective heirs, executors, personal representatives, insurers, successors and assigns when the PARTICIPANT is age 18 or older **OR** it means both the PARTICIPANT and the PARTICIPANT'S parent or legal guardian when the PARTICIPANT is under the age of 18, and their respective heirs, executors, personal representatives, insurers, successors and assigns.

In consideration of being allowed to participate in any way in the PROGRAM, I, THE UNDERSIGNED, acknowledge, appreciate, and agree that:

1. The risks associated with participating in the PROGRAM including the potential for falls, personal injury, disability, **INJURIES AND/OR DEATH** may result from engaging in the PROGRAM. **The risks include, but are not limited to:** changing weather conditions, uneven terrain, slipping, falling, the condition of the PARTICIPANT, dehydration; Equipment failure and/or malfunction of my own or others equipment; my own negligence and/or the negligence of others; Attack or encounter with insects, reptiles and/or animals; Fatigue, chill and/or dizziness which may diminish my/our reaction time and increase the risk of accident; Outdoor activities include but are not limited to risks of exposure to elements, plant contact and/or falling debris, excessive heat, hypothermia, exposure to animals with the risk of them kicking, biting, shying away, running off or otherwise moving in an unanticipated manner causing injury and/or death. The risks of injury or death created by the PARTICIPANT'S failure or refusal to abide by or follow instructions or warnings. THE UNDERSIGNED acknowledge and understand that the description of activities and risks listed above are not complete and that all activities, whether or not described, may be dangerous and may include risks which are inherent and cannot be reasonably avoided without changing the nature of the activity. By signing this release, THE UNDERSIGNED recognize that property loss, serious injury and death are all possible while participating in the PROGRAM. **RECOGNIZING THE RISKS OF THE PROGRAM, THE UNDERSIGNED IN CONSIDERATION OF THE PARTICIPANT BEING ALLOWED TO PARTICIPATE IN THE PROGRAM, UNDERSTANDS AND EXPRESSLY ASSUME ALL RISKS OF THE PROGRAM, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**
2. **PARTICIPANT KNOWINGLY AND FREELY ASSUMES ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** or others, and assume full responsibility for my participation in the PROGRAM.
3. PARTICIPANT willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.
4. PARTICIPANT recognizes that it may be necessary for the RELEASEES to refuse or terminate my participation if I am judged to be incapable of meeting the requirements of the PROGRAM. I accept the RELEASEES right to take such actions for the safety of myself and/or other participants. I will not engage in any activity beyond my capabilities and will not cause any third party to be endangered by any of my actions during the program.
5. THE UNDERSIGNED agree to hereby prohibit smoking by PARTICIPANT, affiliates or patrons on the PROPERTY.
6. THE UNDERSIGNED agrees that no animals or pets shall be brought to the PROPERTY, with the exception of service dogs for persons with disabilities which will remain leashed. All fecal matter will be immediately picked up and disposed of appropriately.
7. THE UNDERSIGNED agree to hereby have in their possession all required licenses and permits for all activities conducted by the UNDERSIGNED during the PROGRAM, including excise tax licenses, food handling permits and will display as may be required.
8. All produce sold by the UNDERSIGNED or any person on their behalf shall be grown in the State of Hawaii, thoroughly washed and shall be free of debris, soil, insects, slugs and snails. All food products or value added food products shall prepared in commercial kitchens certified for such purposes by the Department of Health of the State of Hawaii, and upon request the UNDERSIGNED shall furnish such documents as are required to verify compliance with this paragraph.

9. THE UNDERSIGNED agree to hereby collect and remove from the PROPERTY all garbage and debris created during the PROGRAM.

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10. By participating in or attending any activity in connection with the PROGRAM, whether on or off the premises, PARTICIPANT consents to the use of any photographs, pictures, film or videotape taken of me or provided by me for publicity, promotion, television, websites or any other use, and expressly waive any right of privacy, compensation, copyright or other ownership right connected to same.

11. The UNDERSIGNED agrees to restrict UNDERSIGNED's operations and sales area to the space provided by BWA, which space can be moved by BWA in its sole discretion, upon the giving of no less than five (5) calendar days notice.

12. THE UNDERSIGNED agrees to **HEREBY RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS BWA**, their affiliated organizations and companies, partners, licensors. and each of their respective insurance carriers, principals, agents, employees, representatives, assignees, its officers, officials, agents and/or employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event (RELEASEES) **FROM ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from, related to or connected with the PARTICIPANT'S participation in the PROGRAM, **including those claims for damages based on any RELEASED PARTY'S alleged or actual NEGLIGENCE, and for any and all losses sustained by BWA as a result of the UNDERSIGNED's breach of the terms and conditions of this Release.** UNDERSIGNED's obligation to indemnify, defend and hold BWA harmless includes payment for all loss, costs, expenses, including attorneys' fees sustained or incurred by BWA to such indemnified claims and losses.

THE UNDERSIGNED take full responsibility for any injury or loss to PARTICIPANT, including death, which PARTICIPANT may suffer, arising in whole or in part out of the PROGRAM. By signing this release, THE UNDERSIGNED **AGREE NOT TO SUE** any RELEASED PARTY and agree they are **releasing any right to make a claim or file a lawsuit** against any RELEASED PARTY. In consideration for allowing PARTICIPANT to participate in the PROGRAM, THE UNDERSIGNED **AGREE** that **ANY AND ALL** legal actions shall be **GOVERNED BY HAWAII LAW** and **EXCLUSIVE JURISDICTION** of any claim shall be in the **DISTRICT COURT OR THE CIRCUIT COURT OF THE THIRD CIRCUIT, STATE OF HAWAII.**

THE UNDERSIGNED authorize any RELEASED PARTY and/or their authorized personnel to call for medical care for the PARTICIPANT or to transport the PARTICIPANT to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. THE UNDERSIGNED agree that upon PARTICIPANT'S transport to any such medical facility or hospital that the RELEASED PARTY shall have no further responsibility for PARTICIPANT. Further, THE UNDERSIGNED agree to pay all costs associated with such medical care and related transportation provided for PARTICIPANT and shall indemnify and hold harmless the RELEASED PARTY for any medical costs and/or expenses incurred therein, or any claims originating therefrom.

By signing this agreement without a parent or guardian's signature, the PARTICIPANT represents that he/she is at least 18 years of age, or, if signing as the parent or guardian of a minor PARTICIPANT, you represent that you are the **legal** parent or guardian of the minor PARTICIPANT.

This release shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This release shall be binding upon the assignees, subrogors, successors, heirs, next of kin, executors and personal representatives of THE UNDERSIGNED.

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS, AND AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OTHERWISE MAY HAVE.

_____	_____	_____
Printed Name of PARTICIPANT	Signature of PARTICIPANT	Date
_____	_____	() _____
Address	Email	Telephone

In the case of a minor PARTICIPANT, the undersigned parent or legal guardian acknowledges that he/she is not only signing this release on his/her behalf, but that he/she is also signing this release on behalf of the minor and that the minor shall be bound by all the terms of this release. Additionally, by signing this release as the parent or legal guardian of a minor PARTICIPANT, the parent or legal guardian understands that he/she is waiving certain rights on behalf of the minor that the minor otherwise may have. The undersigned parent or legal guardian agree that but for the foregoing, the minor PARTICIPANT would not be permitted to participate in the PROGRAM.

_____	_____	_____
Printed Name of Parent/Legal Guardian #1	Signature of Parent/Legal Guardian #1	Date
_____	_____	_____
Printed Name of Parent/Legal Guardian #2	Signature of Parent/Legal Guardian #2	Date

Emergency Contact: _____ () _____
Name/ Relation Telephone