

# GOZIP, LLC

## Kapalua Adventures

### Registration, Assumption of Risk, Release/Waiver of Liability, and Indemnification

Aloha and welcome to Kapalua Adventures and to the variety of activities it offers! As consideration for the opportunity to participate in these activities and to minimize risks associated with such activities, you agree to follow the instructions and safety rules as explained by the activity guides, to complete the Participant Information section below, and to read and sign the attachment regarding your rights. We appreciate your cooperation and understanding of our efforts to make this program as safe as reasonably possible.

*MahaIo nui loa* ("Thank you very much").

<b>PARTICIPANT INFORMATION</b>		
<b>Name (print):</b> _____		<b>Age:</b> _____
<b>Home City:</b> _____		<b>Home State:</b> _____
<b>In Case of Emergency, Notify:</b>		
<b>Name:</b> _____	<b>Relationship:</b> _____	<b>Phone #:</b> _____
<b>Weight (lbs):</b> _____		

### PARTICIPANT REPRESENTATIONS

I understand that there are certain risks inherent in the activities offered through GoZip, LLC., Kapalua Adventures. I represent that I am qualified to participate in these activities by my general good health and proper physical condition, including being within the allowable weight range. I do not have any physical or mental condition that could affect my safety while participating in these activities, and I agree to follow all instructions given to me by the Kapalua Adventures staff while I am on the premises and while I am participating in the various activities on the premises.

### ASSUMPTION OF RISK & RELEASE/ WAIVER OF LIABILITY

I have voluntarily chosen to participate in an activity offered by GoZip, LLC., Kapalua Adventures. I am aware that this activity may involve physical activity including but not limited to, walking, hiking, climbing stairs and bridges, and/or lifting things. I understand that there are risks, hazards and dangerous conditions inherent in my participation in this activity; such risks, hazards and dangerous conditions could result in serious bodily injury, permanent disability, partial or total paralysis, or death. I acknowledge that the description of these risks is not complete and that other unknown or unanticipated risks may result in injury or death. I understand that, by my choice, I am assuming responsibility for all risks of illness, injury or

death, whether such risks are identified herein or are not specified, that may occur as a result of my participation, that may be caused by my own actions or inactions or those of other participants, or that may be caused by the conditions in which the Activities take place or by the negligence of the Released Parties named below. I, for myself and my heirs, executors, personal representatives, administrators, estate, spouse, marital estate, and assigns, hereby release, discharge, and covenant not to bring any claim, action or lawsuit against GoZip LLC., Kapalua Adventures and their affiliated companies, owners, officers, agents, employees, and other persons or entities involved for injuries, losses, or damages I may suffer as a result of my participation

**INDEMNIFICATION**

I agree to indemnify and hold the Released Parties harmless from any and all losses, claims, actions, costs, expenses, or proceedings of any kind which may be initiated by any third person, entity or organization for its loss or damage arising out of my participation in the activities at Kapalua Adventures, including reimbursement of all legal costs and reasonable attorneys' fees incurred by the Released Parties in defending against any such claim, action or proceeding.

**PHOTOGRAPHIC RELEASE**

I hereby grant and convey unto Kapalua Adventures all right, title, and interest in and to any and all photographic images and video or audio recordings that may include my image, taken during my time on the premises or while engaged in the Activities, and that were taken and/or made by staff of GoZip, LLC, Kapalua Adventures, and any of their affiliated companies.

**RESERVATION OF RIGHTS**

I understand that GoZip, LLC., Kapalua Adventures, reserves the right to refuse or may terminate at any times, at my expense, my participation in any of its activities if it believes I am either unable or unwilling to satisfy the qualifications for participating in the activity. I accept their right to take such action for the safety of myself and/or other participants.

**I HAVE CAREFULLY AND THOROUGHLY READ THIS AGREEMENT. I UNDERSTAND THAT IT IS A WAIVER AND RELEASE OF ANY AND ALL LIABILITY AGAINST THE RELEASED PARTIES, AND I FREELY AND FULLY AGREE TO BE BOUND BY ITS TERMS. IF ANY PART OF THIS AGREEMENT IS DEEMED UNENFORCEABLE, ALL OTHER PARTS SHALL BE GIVEN FULL FORCE AND EFFECT. I AGREE TO FOLLOW ALL INSTRUCTIONS AND SAFETY RULES.**

PARTICIPANTS SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**MUST BE SIGNED BY PARENT OF LEGAL GUARDIAN IF PARTICIPANT IS UNDER 18 YEARS OF AGE**

PARENT'S NAME (PRINT): \_\_\_\_\_

PARENT'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_