

Hawaii All-Stars
Liability Release and Waiver Form

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I _____, as parent or legal guardian of _____, a minor (hereinafter "Minor"), hereby grant the permission necessary to allow Minor to practice and participate in other activities at the Hawaii All-Stars Gym located at 106 S Kane Street, Unit 103, Kahului, HI 96732. I, in my own behalf and on behalf of Minor, further agree to release and to hold harmless Hawaii All-Stars and Kealii Molina, and the respective officers, directors, representatives, members, agents, and employees (hereinafter collectively "Releasees") from any and all liability whether caused by negligence of the Releasees or otherwise for any claim, judgment, loss, liability, cost and expense (including, without limitations, attorney's fees and costs) arising out of or connected with Hawaii All-Stars, including but not limited to practices, performances, competitions, fundraisers, socials, and other cheerleading activities (hereinafter collectively "Activities"), including any claim arising out of or connected with any illness or injury (minimal, serious, catastrophic and/or death) that Minor may incur or sustain during the Activities and while traveling to and from the site for the Activities whether or not the Activity actually occurs. I further expressly agree to indemnify and hold harmless Releasees and Releasees' heirs, successors, assigns, executors and administrators against loss from any further claims, demands or actions that may subsequently be brought by Minor or by any other persons on the account of damages of any character resulting to Minor in any way from the foregoing Activities. I further agree to reimburse and to make good to Releasees and Releasees' heirs, successors, assigns, executors and administrators against loss from any further claims, demands or actions that may subsequently be brought by Minor or by any other persons on the account of damages of any character resulting to Minor in any way from the foregoing Activities. I further agree to reimburse and to make good to Releasees any loss or costs Releasees may have to pay as a result of any such action, claim or demand.

I, in my own behalf and on behalf of Minor, hereby warrant that I have read this Liability Release in its entirety and fully understand its contents. I, in my own behalf and on behalf of Minor, am aware that this Liability Release releases Releasees from liability and contains an acknowledgment of my voluntary and knowing assumption of the risk of injury or illness. I, in my own behalf and on behalf of Minor, further acknowledges that nothing in this Liability Release constitutes a guarantee that the Activities will occur. I, in my own behalf and on behalf of Minor, have signed this document voluntarily and of my own free will.

Signature of Parent or Legal Guardian

Date

Appearance Agreement: I understand that Hawaii All-Stars from time to time produces promotional material relating to its programs. I understand that as participant and/or spectator at Hawaii All-Star Activities (hereinafter collectively "Activities") that Minor may be included in videotapes, DVDs, pod casts and video casts, or photographs taken during the Activities. Therefore, without reservation or limitations, I, in my own behalf and on behalf of Minor, hereby assign, transfer and grant to Hawaii All-Stars, its successors, assignees, licensees, sponsors, any television networks, print media, internet sites, and all other commercial exhibitors the right to photograph and/or videotape Minor and to utilize such videotapes and photographs and Minor's name, face likeness, voice and appearance as part of the Activities or in any other media now in existence or hereafter developed, in advertising and promoting the Activities, in advertising and promoting similar future Activities or in advertising and promotions relating to Hawaii All-Stars without reservation and limitations. I further understand that neither Hawaii All-Stars nor any third party is under any obligation to exercise any of the foregoing rights, licenses and privileges herein granted. I waive any right to inspect or approve the programs, copies thereof and any promotional materials related thereto.

Signature of Parent or Legal Guardian

Date

Medical Release: I, in my own behalf and on behalf of Minor, acknowledge and agree that participation in Hawaii All-Star Activities (hereinafter collectively "Activities") subjects Minor to possibility of physical illness or injury (minimal, serious, catastrophic and/or death) and that I, in my own behalf and on behalf of Minor, acknowledge that Minor is assuming the risk of such illness or injury by participating in the Activities. In the event of such illness or injury, I authorize Hawaii All-Stars to obtain necessary medical treatment for Minor and hereby, in my own behalf and on behalf of Minor, release and hold harmless Releasees in the exercise of this authority. I further acknowledge and understand that I will be responsible for any and all medical and related bills and costs that may be incurred on behalf of Minor for any illness or injury that Minor may sustain during the Activities and while traveling to and from the Activities whether or not the Activities actually occur.

Signature of Parent or Legal Guardian

Date



I agree to do my part to help Hawaii All-Stars to keep all athletes, coaches, and families safe during the Covid-19 pandemic. I have read, understood, and agree to follow the following policies and procedures. I understand and agree that:

- Before arriving at any Hawaii All-Stars practice or activity, athletes shall use the restroom and wash their hands at home.
- Athletes shall be promptly dropped off and picked up at the designated door to the gym.
- Parent contact information will be kept updated and parents shall be reachable while athletes are attending practice or any activity.
- Only athletes are allowed in the gym.
- Hawaii All-Stars requires hand sanitizing for anyone who enters the gym.
- Face masks may be used by athletes.
- Athletes shall not leave any personal belongings in the gym, including shoes, clothes, jackets, and water bottles. The number of personal items brought to the gym shall be limited and must be carried in a personal bag.
- Practice start and end times have been adjusted and staggered to ensure a safe entrance and exit from the gym and to allow for cleaning between each class period.
- Athletes shall report directly to their designated warm-up area.
- Athletes will have frequent opportunities to sanitize their hands while inside the gym.
- Athletes shall be kept home if they or anyone in their family is coughing, has a temperature over 100 degrees, or other Covid-19 symptoms.
- Athletes shall wash hands and feet thoroughly upon arriving back home. Bags containing personal items brought to the gym shall be cleaned upon arriving home, and again before bringing it back to the gym.
- I understand that all Hawaii All-Stars staff members will make reasonable efforts to socially distance, but due to the nature of the sport, there will be times that contact or less than prescribed physical distancing will occur.
- Spotting is sometimes necessary for safety and to prevent injury. Athletes will only be spotted as needed.
- I am allowing my child to participate at Hawaii All-Stars, knowing that it is impossible to keep them, myself, or any other individual inside the gym completely safe from COVID-19 exposure.
- These procedures may evolve and change over time, and I will follow any new standards required by the federal, state, and local government, and by Hawaii All-Stars.

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

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. Hawaii All-Stars (“HI”) has put in place preventative measures to reduce the spread of COVID-19; however, HI cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, participating in HI practice and activities could increase your risk and your child(ren)’s risk of contracting COVID-19. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by participating in HI practice and activities and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at HI may result from the actions, omissions, or negligence of myself and others, including, but not limited to, HI employees, volunteers, program participants, and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)’s participation in HI practice or activities (“Claims”). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless HI, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of HI, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any HI practice or activity.

Signature of Parent/Guardian

Date

Print Name of Parent/Guardian

Name of HI Participants