



Volunteer Release Form

In consideration of the services of the Aloha Beach festival 2010, their agents, owners, officers, volunteers, participants, vendors, employees and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to "ABF"). I hereby agree to release, indemnify and discharge the ABF, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personnel representatives and estate as follows:

1 I acknowledge that participating, volunteering and attending the ABF entails known unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

Initials: _____

2 I expressly agree and promise to accept and assume all the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

Initials: _____

3 I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the ABF from any and all claims, demands, or causes of action, which are in any way connected with my participation in the ABF, this also includes the use of any ABF equipment or facilities, including any such claims which allege negligent acts or omissions by the ABF.

Initials: _____

4 Should the ABF or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

Initials: _____

5 I certify that I have adequate insurance to cover any injury or damage I may suffer while participating or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

Initials: _____

6 In the event that I file a lawsuit against the ABF, I agree to do solely in the state of California, and I further agree that substantive law of California shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

Initials: _____

By signing this document, I acknowledge that if anyone is hurt or property damaged during my participation in this activity I may be found by a court of law to have waived my right to maintain a lawsuit against the ABF on the basis of any claim from which I released them herein.

I have had sufficient opportunity to read this entire document. I have read and understand this document, and agree to be bound the terms stated herein.

Signature of Participant: _____

Print Name: _____ Date: _____

Address: _____ Phone: _____