



KAMEHAMEHA SCHOOLS

INDEMNITY AND WAIVER AGREEMENT

For Use by Non-KS Organizations

Designated Site/Facility: Kamehameha Schools

Date(s):

From

To

Time(s):

From

To

The undersigned individual(s), group and/or organization, and his, its or their heirs, personal representatives, successors and permitted assigns, for and in consideration of the Kamehameha Schools ("KS") permitting and allowing the use of the above designated site and/or facility herein jointly and severally agree(s) to indemnify, defend, and hold forever harmless The Kamehameha Schools and its Trustees, employees and agents (collectively also "KS") against any and all loss, liability, demands, claims, suits, actions or proceedings of every name, character and description (including but not limited to attorneys' fees and costs) which may be suffered or incurred by or brought against KS for or on account of any injuries, wrongful death, or damages to any person(s) or property arising directly or indirectly, by or in consequence of the use of or any activity conducted on or at the designated site or any other KS facility by the undersigned individual(s), groups and/or organization, even if such injury, death, or property damage is caused by the negligence or other fault of KS unless such injury, death, or property damage is caused by the gross negligence or willful misconduct of KS. The undersigned hereby certifies that prior to signing on the line provided, it has carefully inspected the site and/or facility designated herein and accepts the same "as is".

The undersigned further assumes all risks of injury arising out of any condition in or on the designated site and/or facility, or in or on any other KS facility, whether such condition is latent or apparent, and waives any and all claims against KS for any injury to person or property which may be sustained by the undersigned as a result of the undersigned's use of the designated site or any other KS facility unless such injury, death, or property damage is caused by the gross negligence or willful misconduct of KS. The undersigned understands and acknowledges that KS makes no representation or assurance that the designated site and/or facility or any other KS facility is safe or fit for the undersigned's intended use, and the undersigned agrees that the undersigned will be solely responsible for making all appropriate arrangements to ensure that the designated site and/or facility or other KS facility is safe and fit for the undersigned's intended use.

The undersigned further assumes all risks and responsibility to comply with all applicable laws and regulations regarding the preparation and serving of food items at the function. The undersigned shall be responsible for all claims which may arise, and will hold KS forever harmless against any liability whatsoever (including attorneys' fees and costs) which may be incurred by any person arising from any of

the food prepared and/or served at the designated site and/or facility or any other KS facility. The undersigned understands and acknowledges that KS makes no representation whatsoever regarding the food prepared and/or served at the function, and the undersigned agrees that the undersigned will be solely responsible for compliance with the State of Hawaii Department of Health regulations and all other applicable laws.

Any and all physical damage to KS facilities and/or property arising directly or indirectly out of the undersigned's use of the site and/or facility shall be repaired and/or replaced by the undersigned within ten days from the event date. In the event that the undersigned fails to satisfactorily repair and/or replace the damage within such period, KS, without waiving any rights, may undertake to repair and/or replace such damage, and the undersigned agrees to reimburse and shall reimburse KS for all actual costs incurred plus an administrative cost of 10% of the actual costs, within five days after receipt of the bill.

_____/_____

Signature

Date

Title (if signing on behalf of a corporation, partnership or trust)

Name of Organization