

Release and Waiver
Brown University Office of Continuing Education
And
The Kohala Center

Release executed on _____ (date) for the benefit of Brown University (hereinafter referred to as "Brown") and The Kohala Center (hereinafter referred to as "TKC").

I, the undersigned, am the parent/ legal guardian of _____ who wishes to participate in the Environmental Leadership in Hawaii (hereinafter referred to as "Program") sponsored by the Brown University Office of Continuing Education and TKC, taking place in Hawaii from _____(date) through _____(date). I have been informed of and understand the nature and purpose of the Program and the activities my child/ward will be participating in (including activities such as day and nighttime hiking, ocean kayaking, snorkeling, camping and various service projects). I am aware of the potential hazards of those activities, including but not limited to, bites, stings, heat related illnesses, falls, inclement weather, lightning, drowning, inherent dangers with active volcanoes, and other difficult conditions and recognize that even under the safest conditions, there are a number of hazards and inherent risks involved in these activities as well as events that occur which are beyond the control of Brown University and the Kohala Center. I acknowledge that my child/ward's participation in the Program and any activity is entirely voluntary and understand that although he/she is expected to be involved in all the planned activities, he/she is not required to participate in any activity with which he/she is uncomfortable. I further acknowledge that my child/ward and I are aware of Brown's policy on alcohol and drug use and understand that his/her participation in the Program is subject to any rules, procedures, and regulations outlined for him/her by Brown staff, Program leaders, TKC personnel and any other person(s) conducting the activities associated with the Program. I do hereby voluntarily grant permission for my child/ward to participate in the Program and its related activities.

I acknowledge that it is my responsibility to make travel arrangements to and from Hawaii for my child/ward and that I am aware of the political unrest here in the United States and abroad, including the possibility of terrorist acts and I have made an informed decision to allow my child/ward to participate in this Program. I understand and agree that neither Brown nor TKC assumes any responsibility for actions, political or otherwise of any attendee on the trip, or any other person and assert that I voluntarily agree to assume the risks of any and all loss or damage to my property, and/or bodily injury to me resulting from any such activities.

I further acknowledge that I have an obligation to complete and return a medical form to the Program Director, prior to my child/ward's participation in the Program and that I am required to disclose to the Director, or the Adjunct Site Director, any injuries, illnesses, or other conditions, diseases, or disabilities my child/ward may suffer or may have suffered subsequent to returning the form through the day of departure for Hawaii. I understand that the medical form is to be completed by my child/ward's physician and is provided to the Program Director solely for the purpose of disclosing his/her medical condition and not for an assessment by Brown or TKC of his/her medical condition. I represent that I have discussed my child/ward's medical condition with his/her physician and acknowledge that any decision to have my child/ward participate in this Program has been made by me with full knowledge of his/her medical condition and any risks to such condition which may result from participation. I further recognize that there are hazards and risks which may result in physical injuries or death and understand that neither Brown nor the TKC assumes any responsibility for actions of any persons whether or not a participant in the Program, nor provides any insurance for participants in the Program. I assert that my child/ward has health insurance sufficient enough to cover his/her participation in the Program and that I have provided a copy of documentation of his/her insurance health coverage to the Program Director. I agree to assume all risks and hazards resulting from any injuries, illnesses, diseases or other conditions, whether or not disclosed to Brown or TKC. I authorize and empower any person acting in a supervisory capacity for the Program, at any time and from time to time for the duration of the Program, to take such action as is deemed by such person(s) as necessary or desirable for my child/ward's welfare when he/she is sick or disabled, including without limitation, providing/obtaining medical treatment; provided that, except in the event of an emergency, I receive advance notification if the need for surgery arises. I will pay for any and all cost and expenses so incurred in the exercise of such discretion.

In consideration of my child/ward's being permitted to participate in the Program, I do hereby agree to release, indemnify, and forever discharge Brown University, including the Corporation, its Trustees, faculty, staff, and other agents and the Kohala Center, including its Board, staff, employees, and other agents, of and against any and all liability and responsibility for any claim or cause of action on account of any medical treatment, personal injury, accident, damage, expenses, or other loss caused, suffered or incurred by him/her, myself, or any other person over

whom I have legal guardianship during or arising out of or in any way associated directly, or indirectly, with his/her attendance of the Program, (including but not limited to travel incidental thereto) and from contribution or indemnification in respect to any claim made against me and/or my child/ward by any other participant of the Program or at any of the activity sites or any other person or entity in connection therewith.

I acknowledge that I have read and understand the above statements and that if I am unable to do so, for whatever reason, I have had them read to me and am confident that the individual doing so has read and/or translated the statements truthfully and in their entirety.

This release and waiver has been executed on behalf of myself, my heirs and assigns, and has been made with full knowledge of possible risks involved. This instrument has been executed in and shall be interpreted according to the laws of the state of Rhode Island.

Witness Signature
Printed Name:

Signature
Printed Name:

FOR SIGNATURE OF MINOR

I have been informed of and understand the nature of the activities in which I am going to engage in during my participation in the Program. Additionally, I understand that although I am expected to be involved in all the planned activities, I am not required to participate in any activity with which I am uncomfortable and acknowledge that my participation in the Program is entirely voluntary. I further acknowledge that I am aware of Brown University's policy on alcohol and drug use and agree to adhere thereto. I understand that my participation in the Program is subject to any rules, procedures, and regulations outlined for me by University staff, Program leaders, TKC personnel, or any other person(s) conducting the activities associated with the Program. Additionally, I have read the above statements and do hereby agree to release, indemnify, and hold harmless Brown University, including the Corporation, its Trustees, faculty, employees, staff, and other agents and the Kohala Center, including its Board, employees, staff, and other agents, of and against any and all legal responsibilities during, arising out of, or in any way associated; directly or indirectly with my participation in the Program as stated above.

Witness Signature
Printed Name:

Signature
Printed Name: