

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