JOSH GREEN, M.D. GOVERNOR



KEITH T. HAYASHI SUPERINTENDENT

STATE OF HAWAI'I DEPARTMENT OF EDUCATION LAHAINALUNA HIGH SCHOOL 980 LAHAINALUNA ROAD LAHAINA, HAWAI'I 96761

Release of Personal Injury

This Release of Personal Injury (this "Release") is made on this 4th day of November between

("Releasor") at

(physical address)

and Lahainaluna High School at 980 Lahainaluna Road, Lahaina, HI 96761 ("Releasee").

- 1. The Releasor and anyone claiming on releasor's behalf release and forever discharge Lahainaluna High School and it's employees, affiliates, successors, and assignees, officers, representatives, partners, agents and anyone claiming through them (collectively, the "Released Parties"), in their individual and/or corporate capacities from any and all causes of action known or unknown, which Releasor has, had, or may in the future have against any of the Released Parties arising out of or related to the injuries (physical or psychological) sustained by the Releasor on November 4, 2023 as a result of the Lahainaluna HS Community Ag Work Day and all events related. ("Claims")
- 2. This Release shall not be in any way construed as an admission by the Release that it has acted wrongfully with respect to the Releasor or any other person, that it admits liability or responsibility at any time for any purpose, or that Releasor has any rights whatsoever against the Release.
- 3. This Release shall be binding upon the parties and their respective heirs, administrators, personal representatives, executors, successors and assignees. This Release constitutes the entire agreement between the parties and supersedes any and all prior oral or written agreements or understandings between the parties concerning the subject matter of this Release. This Release may not be altered, amended, or modified except by a written document signed by both parties. The terms of this Release shall be governed by and construed in accordance with the laws of the State of Hawaii.
- 4. Both parties represent that they fully understand their right to review all aspects of this Release with attorneys of their choice, that they have had the opportunity to consult with their attorneys of their choice, that they have carefully read and fully understand all the provisions of this Release and that are freely, knowingly and voluntarily entering into this Release.

SIGNATURES

I have carefully read this agreement and fully understand its contents. I am aware that this is a release of liability and a contract between myself and the Releasee. I verify that I am of 18 years of age or older and the dangers of these activities and the significance of this waiver were explained to me.

Signature of Releasor

Date

Printed Name of Releasor

Signature of Releasee

Date

<u>Richard Carosso, Principal</u> Printed Name of Releasee