

RELEASE AND WAIVER OF LIABILITY

THIS DOCUMENT IS A BINDING LEGAL CONTRACT WHICH AFFECTS YOUR LEGAL RIGHTS

PLEASE READ IT CAREFULLY BEFORE SIGNING

THIS RELEASE AND WAIVER OF LIABILITY (the "Release") executed this ____ day of June, 2023, by _____ ("Participant")

Whereas Participant desires to participate in the West Side Ahi Fishing Tournament and related activities (the "Tournament") being hosted by Gundaker Works LLC (Gundaker) from the Waianae Boat Harbor.

Whereas Participant recognizes that participation in fishing and other ocean activities involves hazards and risks, foreseen and unforeseen, and that Participant is prepared to accept those risks.

Therefore, in consideration of permission granted to the undersigned to participate in the event, Participant hereby freely, and without duress, executes this Release, and herewith agrees for myself and for my heirs, executors and administrators as follows:

1. **Waiver and Release.** Participant does hereby release and forever discharge and hold harmless Gundaker Works, LLC, its members, employees and agents, including William L.K. Gundaker, Mark Ticconi, Peter Lewis and Jessica Lewis, and the Captain and crew of fishing vessels chartered for the Tournament (hereinafter the "Releasees") from all manner of claims, actions or causes of action, of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from my presence at or participation in the Tournament and related activities, which I now have or which I or my heirs, executors or administrators hereafter can, shall or may have because of bodily injury or damage to property which I may suffer while involved in said activities, whether the said injury or damage may be due to the act or negligence of Releasees or otherwise. This release also covers any loss or damage from use of or presence in any parking lot used in connection with the Tournament, and any camping activities or use of accommodations during the days before, during or after the two days of the Tournament.

Participant understands and acknowledges that this Release discharges Releasees from any liability or claim that Participant may have against Releasees with respect to any bodily injury, personal injury, illness, death, or property damage that may result from the Participant's presence at or involvement in the Tournament and related activities. Participant also understands that Releasees do not assume any responsibility for or obligation to provide financial assistance or

other assistance, including but not limited to medical, health, or disability insurance, in the event of injury or illness.

2. **Medical Treatment.** Participant does hereby release and forever discharge Releasee from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or other medical service rendered in connection with Participant's presence at or involvement in the Tournament and related activities.

3. **Assumption of the Risk.** Participant recognizes and understands that involvement in the Tournament and related activities, including camping and use of parking lots, involves potentially dangerous activities. Participant hereby expressly and specifically assumes the risk of injury, illness, death, or property damage resulting from his s presence at or involvement in the Tournament and related activities.

4. **Waiver of Jury Trial.** Participant hereby voluntarily waives any right I may have to a trial by jury in any action, proceeding or litigation involving any Releasee.

5. **Other.** Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Hawaii, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Hawaii. Participant agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

IN WITNESS WHEREOF, Participant has executed this Release as of the day and year first above written.

Witnesseth

Participant (Print Name) _____

(Signature): _____