

LE JARDIN ACADEMY, INC.
RELEASE AND COVENANT NOT TO SUE

THIS RELEASE AND COVENANT NOT TO SUE ("Release") is executed on this ____ day of _____, 2019, by Le Jardin Academy, Inc., a Hawaii non-profit corporation, 917 Kalaniana'ole Hwy, Kailua, Hawaii 96734 ("the School") and _____ (participant's/individual's name) whose address is _____

The Participant above named desires to participate in the activity described in Exhibit A ("the Activity"); and

The School is willing to allow such participation in the Activity in consideration for the Participant's limitation of the School's liability and execution of this Release.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Release, the School and the Participant agree as follows:

As used in this Release:

"The Participant" shall mean and include the Individual named above and his or her estate, heirs, personal representative, parents and legal guardian.

"The School" shall mean and include Le Jardin Academy, Inc. and each of its trustees, administrators, teachers, agents, staff and other employees.

The term "Loss" shall mean and include any and all loss, damage or injury and any and all demands or claims for loss, damage, injury, costs, expenses or fees, of whatever nature, known or unknown, foreseeable or unforeseeable, and any and all actions, causes of action, liability, liabilities or claims for relief resulting from or arising out of the Activity on account of injury to the person or property of the Participant, including injury resulting in the death of the Participant above named, whether caused by the negligence of the School or otherwise, in connection with the Activity, except for any Loss the Participant sustains as a direct and proximate result of the School's gross negligence or willful or wanton misconduct.

1. The School agrees to permit the Participant above named to participate in the Activity.

2. The Participant hereby releases and forever discharges the School from any and all Loss. The Participant personally assumes all risks in connection with the Activity, including, but not limited to, the risk of any and all Loss. The Participant agrees to indemnify and hold harmless the School from any and all Loss.

3. The Participant further agrees that He or She will not at any time commence or prosecute any action, suit or proceeding or otherwise sue or proceed against the School for or on account of any Loss, and that this covenant shall be deemed to be a valid and absolute defense against any such action, suit, proceeding or other prosecution.

4. The Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted by law, and that if any portion thereof is held invalid, the remaining provisos shall, notwithstanding, continue in full legal force and effect. The School and the Participant further agree that the execution and interpretation of this Release shall be governed by the laws of the State of Hawaii and that any action between the parties hereto shall be commenced and tried only in a federal or state court in the State of Hawaii.

5. The Participant hereby certifies that the Individual above named is of lawful age and legally competent to sign this Release and, if not, that the undersigned guardian or both parents have the sole and exclusive legal authority to execute this Release.

6. The Participant above named and any parent or guardian signing this Release understands that the terms hereof are contractual and not a mere recital and that he, she or they have signed this document as his, her or their own free act. The Participant above named and any parent or guardian signing this Release hereby certify that each of them is fully informed of the contents of this Release and has read it before signing it. The Participant above named and any parent or guardian signing this Release have taken all precautions necessary to assume the Participant's own responsibility for the physical fitness and ability of the Individual above named to perform the Activity.

IN WITNESS WHEREOF, the School, the Participant above named and the parents or guardian have executed this Release on the date first written above.

LE JARDIN ACADEMY, INC.

Participant's Signature

By _____

Head of School

Signature of guardian or both
parents if Participant above named
is under 18 years of age

Exhibit A

SCHOOL RELATED ACTIVITY:

Marine Ecology is an Impact Term course that will run from Monday, January 6th-Friday, January 10th. Students will be engaged in marine science fieldwork at Coconut Island. They will be working in the water on most days. A lifeguard will be present.