



Kaiser Permanente¹ Volunteer Release

Event: Kaiser Permanente Hawaii Annual Day of Service – Hosted by HPMG

Date of Activity: Monday, January 20, 2025

Name of Adult Participant:

Name(s) of Minor Participant(s):

1. _____
2. _____
3. _____

Part I – General Terms and Conditions; Release and Waiver of Liability

I understand the nature of this Event and represent that I am qualified, in good health, and in proper physical condition to participate in such Event. I understand that this Event may involve risk of injury, including the possibility of serious bodily injury, including permanent disability, paralysis and death, which may be caused by the nature of the Event, my own actions or inactions, those of others participating in the event, the conditions in which the Event takes place, or the negligence of the "Releasees" named below. I acknowledge that if I believe Event conditions are unsafe, I will immediately discontinue participation in the Event. I understand that there may be other risks either not known to me or not readily foreseeable at this time and I fully accept and assume all such risks and all responsibility of injury, losses, costs and damages that I may incur as a result of my participation in the Event.

I hereby release, discharge, and covenant not to sue all of the following: Kaiser Permanente (including Kaiser Foundation Health Plan, Kaiser Foundation Hospitals, Hawaii Permanente Medical Group, Inc. and the Pacific Permanente Group, LLC), Papahana Kuaola, Kāko'o 'Ōiwi, Ka'ala Farm, and each of their respective administrators, directors, agents, officers, affiliates, volunteers and employees, as well as other participants, and sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Event takes place, (all of whom are individually and collectively referred to herein as "Releasees") from all liability, claims, demands, losses, or damages, on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees, or otherwise, including negligent rescue operations, and future agree that if, despite this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save and hold harmless each of the Releasees from any loss, liability, damage, or cost, which any may incur as the result of such claim.

I have read this RELEASE AND WAIVER OF LIABILITY provision and understand that I have given up substantial rights by signing it and have signed it freely and without an inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect. Finally, as the custodial Parent, authorized chaperone and/or lawful Guardian of the child or children referenced in this release, I understand and agree to the above for the child or children I have listed above.

Part II – Leptospirosis Alert (Oahu, Maui, and Kauai only)

I acknowledge that while I am working in the Heeia (Windward Oahu) or Waianae (Leeward Oahu) or Paeloko (Maui) or Waipa (Kauai) Watershed environments, there is a chance of exposure to the germ that causes leptospirosis, a water-borne infection, that is often mild, but can occasionally be dangerous and may lead to more serious consequences, including temporary or permanent impairment of liver and kidney function and, in some cases can also result in death. Though the actual risk of contracting leptospirosis during work in the water in the Heeia or Waianae or Waihee/Waiehu or Waipa Watersheds is likely low, I acknowledge that I have been told to wear appropriate clothing and foot attire while working in the water or in the taro patch. I am also aware that I should protect skin from cuts and scrapes, and not immerse any open wounds or skin rashes underwater.

I will seek medical attention promptly if I or any child for whom I am responsible pursuant to this Release develops a significant illness or fever

within two weeks after participation at the Heeia or Waianae or Paeloko or Waipa Watersheds.

I am aware that a one-time dose of an antibiotic taken on the Day of Service can help to protect against acquiring leptospirosis. If I am interested in taking an antibiotic for leptospirosis prevention on the Day of Service, I may contact Dr. Johnnie Yates at Johnnie.A.Yates@kp.org. I also understand that there will be many opportunities for volunteering at Heeia, The Cultural Learning Center at Ka'ala Farm, and Waipa Foundation that do not involve working in the water, for those who would prefer this.

Part III – Applicable to Kaiser Permanente (KP) Employees Only

I acknowledge that my participation in this event or activity is entirely voluntary, with no coercion by KP, no promise of advancement, and no penalty for not volunteering. I have not been promised nor do I expect compensation from KP for my services. I recognize that my volunteer services are not within the course and scope of my employment with KP, are different from my regular KP work duties and are being performed on a voluntary basis outside of my normal work hours. My volunteer services are for charitable or humanitarian objectives as well as for my personal purpose or pleasure. KP or I may discontinue my service as a volunteer at any time, with or without cause and without prior notice.

Part IV – Photo/Video/Audio Release

I, the undersigned, hereby irrevocably consent to the unrestricted use for or by Kaiser Permanente and its affiliates and their respective directors, officers, employees, agents, customers, successors and assigns (collectively "KP"), as well as cooperating organizations involved with the Annual Day of Service, of any and all video and and/or audio recordings and photographs taken of me today and all images created therefrom (collectively referred to as "Images & Recordings"). **Scope of Consent.** KP may use my name and such Images & Recordings for any and all purposes, including art, advertising, promotional, educational, and web, and in all media, including electronic, digital, and print media, without further compensation to me. I certify that I am not a minor and am free and able to give such consent, or, if the subject of the Images & Recordings is a minor, I certify that I am the lawful custodial parent or legal guardian and have signed the special consent section below as it pertains to a minor. **Term.** The term of this consent shall be perpetual. **Waiver.** I waive any right to approve: 1) the finished video and/or audio recordings, photographs, images, or printed matter that may be used in connection with my name or the photographs taken of me; and 2) the eventual use of any of the foregoing. I acknowledge that KP owns all rights in these photographs, and I waive any claims that I have or may have based on their usage of the photographs or works derived there from. **Release.** I hereby release and hold harmless KP and any photographers or videographers from all damages and liability that may arise from or in connection with the use of my name, the photographs or video images taken of me, or the images created there from. **Entire Agreement.** This agreement constitutes the sole agreement between KP and myself, and I am not relying on any other oral or written representations made by KP.

Part V – COVID-19 Exposure – Requirement to Notify HPMG

I understand that should I become aware that I, or anyone who joins me at the Event, tests positive for COVID-19 within two (2) weeks of the Event, I must notify HPMG immediately via email to Kimi Uyeno at kim.s.uyeno@kp.org.

I have read, understand and agree with all of the foregoing. If I have listed any minor participants above, I attest that I am the custodial parent, authorized chaperone, and/or lawful guardian of such participants and also indicate by my signature below that I understand and agree with all of the foregoing for each of those listed.

Adult Signature _____	Date _____	
Address:	Email:	Phone:

¹ Kaiser Permanente is a registered trade name and for purposes of this document collectively refers to Kaiser Foundation Health Plan, Kaiser Foundation Hospitals, Hawaii Permanente Medical Group, Inc. and the Pacific Permanente Group, LLC.