Accident Waiver & Release of Liability

Mandatory forms:

Escort Boat Waiver form:

https://www.kanakaikaika.com/wp-content/uploads/2024/02/Escort-Boat-Waiver-Form-2024.pdf

Liability insurance waiver:

If you are an ACA member and need to renew your membership, go here: https://aca.sport80.com/

If you are NOT an ACA member, but would like to join (which includes annual insurance) for $40.00, go here: https://aca.sport80.com/public/wizard/a/1320/home

If you are NOT an ACA member and want to purchase one time event insurance for $10.00, go here:

https://aca.sport80.com/public/wizard/a/1371/home

Molokai Protocol and Good Neighbor Policy.

Escorts for the Molokai to Oahu canoe races are to escort paddlers back to Oahu. The boaters must adhere to the following rules.

* Observe a no wake (less than 5 mph) speed within 500 yards of any shoreline. There have been several instances of speeding escort boats almost hitting divers.

* No fishing of any type within 500 yards of shore.

* No Opihi picking.

* No harvesting of lobster, it is out of season from May to August.

* No camping on private property or non-designated camping areas, including Make Horse Beach. The Molokai Police Department will be sending officers to cite unpermitted camping. There will be a legal, permitted set up at Papohaku Park.

* You must pick up your trash. It would be a great gesture of good will if you could leave Molokai cleaner than when you got there.

* The Shoreline area will be patrolled 24/7. Any escort boats not in compliance with the rules above will be recorded and will be marked for all future events that start or finish in Molokai. All Molokai event organizers have agreed to abide by the rules and ban any captains and their boats that do not respect the local protocol. Please kokua!

* SUMMARY = RESPECT MOLOKAI

In consideration of the services of Kanaka Ikaika Racing Association Inc. their agents, owners, officers, volunteers, participants, employees, members and guests of members and all other persons or entities acting in any capacity on their behalf (hereinafter referred to as Kanaka Ikaika, I hereby agree to release, indemnify, an discharge Kanaka Ikaika on behalf of myself, my children, my parents, my heirs, assigns, personal representative successors and assign, for any and all damages which I may sustain or suffer in connection with my entry or participation in the event or arising out of my travel to and return from the event, and I do hereby indemnify and hold them harmless from and against any claim for damages asserted by or on behalf of any person assisting me or riding in a boat escorting me during or in connection with the event. I also agree to accept and abide by the rules and regulations of Kanaka Ikaika Inc, and estate as follows:

1. I risk bodily injury, including paralysis, dismemberment, and death, as well as loss of or damage to property.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I realize that the decision to hold a race does not mean that water conditions are safe for all paddlers. I will assess the water conditions and make my own decision regarding race participation.

4. I also certify that I can swim and that my paddle craft is seaworthy.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law have waived my right to maintain a law suit against Kanaka Ikaika Racing Association Inc, on the basis of any claim fro which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

The parent or legal guardian who signs the Waiver Agreement on behalf of a minor, incapacitated and/or mentally challenged person (hereinafter "Said Person"), hereby acknowledges that he or she has the legal capacity and authority to act on behalf of Said Person to legally bind Said Person to the Waiver Agreement. The parent or legal guardian who signs the Waiver Agreement agrees to indemnify and hold harmless the Released Parties for any expenses incurred, Claims made, or liabilities assessed against them, as a result of any insufficiency of legal capacity or authority to act on behalf of Said Person in the execution of the Waiver Agreement.

I GIVE PERMISSION for the free use of my name, voice or picture in any broadcast, telecast, advertising promotion or other account of this event.

I AGREE that electronic submission of this application constitutes agreement to all the terms of this waiver and release statement.