



**VISITING JOURNALIST WAIVER AND RELEASE**

I, \_\_\_\_\_, acknowledge that I am a journalist traveling to Hawai‘i Island for the purpose of preparing a print, broadcast, or online piece (the “Story”) related to Hawai‘i Island. I further acknowledge that I will be receiving certain benefits from the Big Island Visitors Bureau and other organizations to assist me in preparing the Story, which benefits may include, but are not limited to, air travel, hotel accommodations, transportation, tours, attractions and/or other activities, meals, and planning assistance (the “Visiting Journalist Benefits”). By accepting and making use of the Visiting Journalist Benefits, I for myself, my personal representatives, successors, assigns, heirs, legal representatives, and next of kin agree to waive and release the Big Island Visitors Bureau, the Hawai‘i Visitors and Convention Bureau, the other island chapters of the Hawai‘i Visitors and Convention Bureau, and their respective officers, directors, employees, and agents (collectively, “BIVB”) from and against any and all rights and/or claims I may have for any loss or damage arising out of or in any way related to, directly or indirectly, the Visiting Journalist Benefits.

Specifically, this Waiver and Release is intended to include, but not be limited to, any injuries, loss, or damage that may be caused by the negligence of BIVB in connection with the Visiting Journalist Benefits. This Waiver and Release is further intended to include, but not be limited to, any consequential damages which may result from delays, cancellations, modifications of itineraries, or complaints that arise from transportation, accommodations, tours or other planned or scheduled activities. I further acknowledge that to the extent the Visiting Journalist Benefits include BIVB organizing and otherwise participating in the booking of transportation, accommodations, and/or activities, BIVB is not acting as my agent. However, to the extent BIVB is construed as my agent, I acknowledge that BIVB’s agency is limited to arranging transportation, accommodations, and/or activities, and that BIVB is not assuming liability for any injury, damage, loss, or accident that may be caused by the negligence of those persons or entities that are providing said transportation, accommodations, and/or activities.

I hereby certify that I am 18 years of age or older and that I have read this Waiver and Release and fully understand its contents. I understand that I am giving up rights by signing it and have signed it freely and without any 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. I understand and agree that this Waiver and Release will be construed in accordance with the laws of the State of Hawai‘i and the United States of America and that, if any portion of this Waiver and Release is held to be invalid, the balance shall continue in full force and effect.

\_\_\_\_\_  
Participant’s Name

\_\_\_\_\_  
Participant’s Signature

\_\_\_\_\_  
Date(s) of Travel

\_\_\_\_\_  
Date