



### FAM TRIP WAIVER AND RELEASE

I, \_\_\_\_\_ acknowledge that I will be participating in a familiarization trip by the Hawai'i Visitors and Convention Bureau, the Kaua'i Visitors Bureau and other sponsoring organizations to Kaua'i, which is expected to include, among other things, roundtrip air travel, hotel accommodations, tours, attractions and/or other activities and some meals ("Fam Trip").

By accepting and participating in the Fam Trip, I for myself, my personal representatives, successors, assigns, heirs, legal representatives and next of kin, represent and agree to waive and release the Hawai'i Visitors and Convention Bureau and the Kaua'i Visitors Bureau and their respective officers, directors, employees and agents (collectively, "KVB") 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 Fam Trip.

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 KVB in sponsoring and/or organizing the Fam Trip. This Waiver and Release is 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 by organizing and otherwise participating in the booking of transportation or activities for the Fam Trip, KVB is not acting as my agent. However, to the extent KVB is construed as my agent, I acknowledge that KVB's agency is limited to the arranging of transportation and/or activities, and that KVB 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 and/or activities.

I also fully understand and acknowledge the following conditions:

- I will not be reimbursed by KVB for rental car upgrades, insurance or additional rental days or drivers.
- There may be additional rental car fees charged to my credit card, for which I will be reimbursed by KVB.
- I will be reimbursed by KVB for refueling expenses only when gas is purchased at an independent station and not through the rental car company.

- I must submit all car rental and gasoline receipts to KVB for reimbursement within two weeks from the end of my visit. Failure to comply with this policy will result in non-reimbursement of expenses.
- All scheduled activities have a minimum 24-hour cancellation policy unless otherwise noted. Failure to comply with this policy will result in me being charged the full retail price of the activity.
- Services that are not specifically covered in my itinerary, such as meals, hotel services, internet access, parking, etc., will be at my own expense.

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

\_\_\_\_\_  
Company/Organization