



PARTICIPATION WAIVER & ACKNOWLEDGEMENT OF RISK

General agreement for adult participants (18+) in CH³ programs • Form version 2026-09-11

I, _____ (“Participant”), desire or intend to take part and/or participate in the wellness, movement, and community activities, sessions, workshops, seminars, programs, or events (the “Activity”) offered by Community Healing, Health & Happiness, also known as CH³, and its representatives, partners and/or associates (“Facilitator”) at an agreed-upon location for facilitation (“Facility”).

Please read this agreement carefully before signing.

1. Voluntary participation & health. CH³ programs are wellness and recreational activities, not medical care, diagnosis, or treatment. I am participating voluntarily. I am responsible for deciding whether I am healthy enough to take part and for consulting a healthcare professional if I have any condition that could affect safe participation. At each session I will listen to the facilitator’s explanation of the activity, follow instructions, use any equipment as directed, stay within my own abilities, ask questions about anything unclear, and stop and tell a facilitator right away if I feel pain, dizziness, or distress.

2. Assumption of inherent risks. CH³ offers a range of activities, and the inherent risks vary by activity. Depending on what I take part in, these may include, for example: in movement, stretching, mobility, and floor work — strains, sprains, fatigue, dizziness, loss of balance, slips, trips and falls, and contact with mats, balls, rollers, bands, or other equipment; in strength, athletic, sports, or faster-moving games — sudden direction changes, exertion, collisions or contact with people or equipment, and muscle, joint, head, or other injury; in music and instrument activities — repetitive motion, noise, and contact with instruments; and in outdoor, garden, composting, beach, or excursion activities — uneven or slippery ground, weather, heat, sun, insects, plants, hand tools, and other natural or environmental conditions. These inherent risks can result in minor injury, serious injury, or in rare cases permanent disability or death. I knowingly and voluntarily accept and assume the inherent risks of the CH³ Activities I choose to take part in.

3. Release for inherent risks. In exchange for being allowed to participate, I release Community Healing, Health & Happiness (CH³) and its directors, officers, employees, contractors, volunteers, agents, and the owners of any facility used from liability for injury, death, or property loss that results from the inherent risks I have accepted above. **This release does not apply to harm caused by negligence, gross negligence, or reckless or intentional misconduct, or to any claim that cannot legally be waived. CH³ remains responsible for using reasonable care as required by law.**

4. Emergency care. If I cannot consent during an emergency, I authorize CH³ to contact emergency services and arrange reasonable emergency care for me. I understand I am responsible for any resulting costs to the extent allowed by law.

5. Coverage period & general terms. Unless a shorter or different period is required by law, this agreement covers my participation in CH³ Activities for twelve (12) months from the date I sign it, and ends earlier if I cancel it in writing or CH³ replaces it with a newer version. It is governed by Hawai’i law; if any part is unenforceable, the rest remains in effect; and it is the entire agreement for my participation. A signed agreement does not replace the safety explanation CH³ provides at each session.

By signing below, I confirm that I am at least 18 years old, that I have read and understand this agreement, and that I sign it voluntarily.

Signature: _____ Date: _____

Printed name: _____