

Purple Mai'a Foundation  
Kaikaina Program  
Parent & Student Agreement and Assumption of Risk and Waiver

This Agreement is entered into as of September 1st, 2019, between the undersigned parent ("Parent"), or legal guardian, of enrolled student ("Student") and Purple Mai'a, a tax exempt Hawaii non-profit corporation ("Purple Mai'a") regarding the Kaikaina Program.

**Training:** Course starts in October 2019 concludes in November 2019. Classes will meet at least 1 time per week for 1.50 hours each meeting. Program will involve instruction as well as project-based learning.

**Attendance:** The Kaikaina Program provided by Purple Mai'a is made possible by the generous support of the nonprofit community of Hawai'i. Each class meeting costs ~\$200. As consideration for this value provided, Student's regular attendance and commitment to the goals of the curriculum is required.

**Intellectual Property:** Purple Mai'a shall not have any copyright, patent or other proprietary or intellectual property rights in or to any work product of Student, unless otherwise agreed in writing by Student.

Student understands and agrees that Student shall have no copyright, patent or other proprietary or intellectual property rights in or to any work product of other students or staff of Purple Mai'a, whether or not Student offers any ideas, advice or assistance to any other student or staff relating to their work, unless otherwise agreed in writing by such other student or staff.

**Assumption of Risk and Waiver:** I, the undersigned, understand that in participating in any field work activities, there is a possibility of physical injury. My child is voluntarily participating in these activities and using equipment with full knowledge of the dangers involved. I voluntarily agree, therefore, to expressly assume all risks and responsibility for any such injury or accident which might occur to my child during any of Purple Mai'a's classes or activities.

I, the undersigned, do hereby release, and indemnify Purple Mai'a's agents, volunteers, assistants, employees, faculty members, and/or students from any and all claims, demands, or causes of action whatsoever from any damage, loss, injury, or death to my child which may arise out of or in connection with participation in any classes or activities conducted by Purple Mai'a on its premises or elsewhere. I further hereby voluntarily agree to waive my rights and those of my heirs and assigns to hold Purple Mai'a's agents, volunteers, assistants, employees, faculty members, and/or students liable for such damage, loss, injury, or death including those caused by the negligent acts or omissions of any of the above mentioned, or others acting on their behalf, or in any way arising out of, or connected with, my child's participation Purple Mai'a activities.

I understand that I should be aware of my physical limitations and agree not to exceed them. I declare myself to be physically sound and suffering from no condition or impairment that would prevent my participation or use of equipment except as hereinafter stated.

**Permission for Treatment:** Should an emergency arise while my child is under the supervision of the staff of Purple Mai'a, I do hereby authorize the staff to obtain medical attention for my child. I do hereby give consent to any necessary examination or treatment, and/or hospital care to be rendered to my child under the general or special supervision and on the advice of any qualified physician or surgeon.

I do hereby release Purple Mai'a and its employees, agents, officers, trustees, affiliates and representatives from any and all liability of any kind for any claim, demand, action, cause of action, expense, judgment or cost, including without limitation attorney's fees, which arise out of or relate in any manner to the exercise of authority or judgment pursuant hereto, or relate to the securing, oversight, administration or supervision of medical or other care or treatment on behalf of my child at any time, or any travel incident thereto.

**Release of Information:** By my signature below, I authorize Purple Mai'a to release medical information regarding my child to any person or entity to whom Purple Mai'a refers the minor for medical treatment.

**Effect of this Agreement:** I agree that this Agreement is binding on the undersigned, individually and on behalf of our child, and on behalf of my, or our child's, estate, heirs, legal representatives and successors. This Agreement shall inure to the benefit of Purple Mai'a and its trustees, officers, employees, agents, representatives and chaperones.

I acknowledge that I have read this Agreement and fully understand its contents. I represent that I am authorized to execute this Agreement individually and/or on behalf of my child. I am aware that this Agreement is a contract to, among other things, release from liability and to indemnify Purple Mai'a, and that this contract is between Purple Mai'a and our child and his/her parent(s) or legal guardian(s).

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Name of Child

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Signature of Parent/Legal Guardian

Print Name

Date

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Email address of Parent/Legal Guardian

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Phone Number of Parent/Legal Guardian

Purple Mai'a Foundation  
Kaikaina Program  
Data and Communications Permission and Media Release

**Children's Online Privacy Protection Act (COPPA)**

COPPA applies to commercial companies and limits their ability to collect personal information from children under 13. This permission form allows the Purple Mai'a to act as an agent for parents in the collection of information within the program context. Purple Mai'a's use of student information is solely for education purposes.

**Family Educational Rights and Privacy Act (FERPA)**

FERPA protects the privacy of student education records and gives parents rights to review student records. Under FERPA, schools may disclose directory information (name, phone, address, grade level, etc...) but parents may request that the school not disclose this information.

Purple Mai'a will not publish confidential education records (performance record, student ID #, etc...) for public viewing on the Internet. Purple Mai'a may publish student work and photos for public viewing but will not publish student last names or other personally identifiable information. Parents may request that photos, names and general directory information about their children not be published. Parents have the right at any time to investigate the contents of their child's email and electronic files.

**Please review the above information; complete and return to class.**

Student Name: \_\_\_\_\_

Parent/guardian: \_\_\_\_\_

**Performance Data:** Parent understands and agrees that Purple Mai'a will collect and maintain student performance data as a part of the Kaikaina Program.

**Communications:** Parent understands and agrees that Purple Mai'a teachers and staff may correspond with student outside of class through digital means such as, but not limited to, email, text and video conferencing. Student and parent understands and agrees further that Purple Mai'a may assign an email address to student participant for use in the program.

\_\_\_\_\_ I give permission for my child to be given an email address and for Purple Mai'a teachers and staff to correspond with my child.

**Photos and Video:** I grant to Purple Mai'a, its representatives and employees the right to take photographs or video of me while participating in Purple Mai'a's activities. I authorize Purple Mai'a, its assigns and transferees, to copyright, use and publish the same in print and/or electronically. I agree that Purple Mai'a may use such photographs or video of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

\_\_\_\_\_ I give permission for my child and the school to publish student work and photographs online, with the understanding that student last names and confidential personal information will not be published.

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Signature of Parent/Legal Guardian

Print Name

Date

Purple Mai‘a Foundation  
Kaikaina Program  
EMERGENCY CONTACT AND STUDENT HEALTH

Who should we contact in the event that your child has an emergency while in a Purple Mai‘a class or event?

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Student’s Full Name

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Contact #1	First Name	Last Name	Phone Number
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Contact #2	First Name	Last Name	Phone Number
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Does your child have any **allergies** that Purple Mai‘a staff should be aware of? Please list below.