

**Signed contract due by April 30, 2021**

**Student Name:**  
**Student ID #:**

**Program:**  
**Grade:**

**Enrollment Agreement**

In consideration for the above-named child (“**the Student**”) to attend the Kamehameha Schools (“**Kamehameha**”), Summer School program for Summer 2021, I/we, the parent(s)/legal guardian(s) acting on behalf of the Student, acknowledge, understand, and agree to the following terms and conditions for the Student’s enrollment at Kamehameha:

**Acknowledgment, Consent, and Authorization - Enrollment Expectations**

I/We understand and agree to the following expectations, as an incoming/returning student and parent(s)/legal guardian(s):

**Student & Parent Handbook.** I/We have read the Student & Parent Handbook and have discussed as a family the academic and conduct expectations of the educational program and agree to abide by the same.

[<https://blogs.ksbe.edu/kapalamasummer/files/2021/03/2021-Summer-School-Handbook-01122021.pdf>]

**KS Health Requirements.** I/We will complete program Health Services requirements and/or form(s) as necessary and notify Kamehameha of any changes in my/our child’s health status that occur during the program.

**Parental Authority.** Kamehameha must be notified of any changes in my/our child’s custodial status that occur during the program after enrollment. Any court or legal documents (e.g., temporary restraining order (TRO), child custody order, divorce decree, legal guardianship, name change, power of attorney, etc.) must be timely submitted to my/our child’s program office.

**Special Accommodations.** If I/we submit a request for an accommodation for my/our disabled Student pursuant to the Americans with Disabilities Act, as amended, I/we will cooperate with Kamehameha staff, including providing all of the relevant documentation necessary to identify and accommodate such disability to my/our child’s program office.

**General Release, Waiver of Liability, and Indemnity Agreement**

In consideration for the Trustees of the Estate of Bernice Pauahi Bishop dba Kamehameha Schools (“**Kamehameha**”) allowing our above-named child (“**the Student**”) to (a) participate in any of the Activities as described below, (b) utilize transportation provided by Kamehameha to and from Activities or healthcare providers, and/or (c) receive healthcare and behavioral health services provided by Kamehameha, I/we, as the parent(s)/legal guardian(s) of the Student, acknowledge and agree to the following terms and conditions on behalf of myself/ourselves and the Student:

**I. PARTICIPATION IN ACTIVITIES.** I/We consent to the Student’s school attendance, participation in excursions, trips, and activities (including but not limited to athletic programs, club programs, performing arts programs, off-campus events, field trips, group trips, camps, sporting events and other school-related travel or activities) during regular school hours and beyond the end of the school day, on and off campus (collectively referred to as “**Activities**” and each individually as “**Activity**”). I/We acknowledge that each of the Activities has certain inherent risks, such as a risk of injury or illness due to nature of the Activity; transportation to or from the Activity; the condition of the premises, environment, or any equipment used in connection with the Activity; the actions, inactions, or negligence of the Student or others; loss or theft of property; lack of immediate access to medical care; and other risks not reasonably foreseeable at this time; and I/we expressly assume all such risks arising out of the Student’s participation in the Activities. If there is any Activity in which I/we feel the Student should not participate, I/we will notify Kamehameha immediately and at least 24 hours before the Activity commences.

**II. AUTHORIZATION FOR TRANSPORTATION OF STUDENTS.** I/We authorize Kamehameha to transport the Student to and from Activities or healthcare providers in Kamehameha school buses or in non-school bus vehicles or approved vehicles (each of the foregoing a “**Vehicle**”).

**III. CLINICAL TREATMENT, REFERRAL AND DISCLOSURE**

Clinical Treatment. I/We understand that Kamehameha offers limited student healthcare and behavioral health services (collectively “**Healthcare**”). In the event of illness of, or injury to, the Student or other clinical indication, Kamehameha may, but is not obligated to, provide Healthcare to the Student. I/We hereby authorize Kamehameha to provide Healthcare to the Student as may be determined to be necessary or appropriate under the circumstances by Kamehameha’s Medical Director, designee, Health Services Department, Athletic Healthcare Department, Behavioral Health Department or medical staff (collectively “**Medical Staff**”), without the need for additional or further authorization by me/us. I/We understand that Kamehameha will make reasonable attempts to notify me/us as soon as possible of illness of or injury to the Student. In addition, I/we understand that confidentiality is important to the relationship between the Student and Medical Staff, and therefore that I/we cannot require Kamehameha to disclose confidential information between the Student and Medical Staff. If requested, we understand that the Medical Staff will encourage the Student to discuss matters with me/us.

Referral and Consultation. I/We authorize the Medical Staff to refer the Student to and consult with non-Kamehameha physicians, other healthcare providers, and/or facilities as the Medical Staff deems necessary or appropriate. I/We authorize the disclosure of information by the Medical Staff to those who need to know in order to provide Healthcare or otherwise support the well-being of the Student.

**IV. STUDENT USE OF TECHNOLOGY.** I/We have read all the terms and conditions of the Kamehameha Student Technology Use Guidelines and Student Acceptable Use Guidelines contained in the Student & Parent Handbook (if applicable) and understand that violation of these Guidelines may result in disciplinary action up to and including the termination of my/our Student account and/or release of the Student from Kamehameha.

**V. USE OF STUDENT’S NAME AND/OR LIKENESS.** I/We understand that Kamehameha may take, record, use, and publish electronic or digital images and/or photographs, video, audio, and/or digital recordings of the Student (“**Materials**”). I/We consent to Kamehameha’s use of the Materials without restriction or compensation, in any manner and for any purpose Kamehameha deems appropriate. I/We waive any rights to approve the Materials and understand that Kamehameha is not obligated to use or provide to me/us any of the electronic or digital images and/or photographs, video, audio, and/or digital recordings taken of the Student.

**VI. NAVIANCE.** If the Student is participating in the Naviance Family Connection College and Career Planning Tool:

Student Data Sharing. I/We understand that when applicable, Kamehameha makes available information contained in the Student’s school records, including but not limited to, college and career planning information, planning activities, test scores, survey responses, test prep, e-transcripts, e-letters of recommendation, and National Student Clearinghouse data, to Naviance for the sole purpose of assisting the Student with college and career planning, for distribution to colleges, universities, or other institutions as designated by me/us and/or the Student. I/We hereby consent to this sharing of information and documents.

Consent. I/We understand the information shared by and/or between Kamehameha, Naviance and me/us will not be distributed to third parties without first obtaining the Student’s and/or my/our consent. I/We further consent to Kamehameha using the data collected by Naviance for the purpose of Kamehameha’s internal reporting and statistical use.

**VII. WAIVER, RELEASE AND INDEMNIFICATION**

Waiver and Release. I/We waive and release Kamehameha, its Trustees, officers, directors, employees, agents, representatives, contractors, chaperones, and volunteers (collectively, “**KS Parties**”) from all claims, proceedings, injuries,

losses, liabilities, damages and expenses, including attorneys' fees and costs (collectively, "Claims"), however caused, including, but not limited to, the negligence of any of the KS Parties, which arise from or are related in any way to the following:

- a. the Student's participation in any Activities and the rendering of any clinical treatment to the Student participating in such Activities;
- b. the transportation of the Student in a Vehicle to and from any Activities or a healthcare provider's office or hospital/medical facility for healthcare services; and
- c. the rendering of Healthcare and related services to the Student, including, without limitation, the disclosure of information, administration of medication, and referral or consultation. I/We agree that we have final and complete responsibility for the health of the Student.

Indemnification. I/We agree to indemnify, defend, and forever hold the KS Parties harmless from and against all Claims relating to the matters described in subsections a, b and c immediately above. I/We further agree to assume all risks and responsibility for all injuries to other persons or damages to property that the Student may cause.

I/we waive any liability of the State of Hawai'i and of the Hawai'i Association of Independent Schools arising out of the transportation of the Student in a Vehicle, other than a Type I, II, or III school bus, to and from any school functions or school-related activities pursuant to Haw. Rev. Stat. § 286-181(c)(4).

**I/WE AGREE THAT I/WE HAVE READ ALL THE PROVISIONS WITHIN EACH SECTION OF THIS AGREEMENT AND FULLY UNDERSTAND THEIR CONTENTS. I/WE AGREE THAT I/WE ARE AUTHORIZED TO EXECUTE THIS AGREEMENT INDIVIDUALLY AND ON BEHALF OF THE STUDENT.**

**I/WE ARE AWARE THAT THIS AGREEMENT IS A CONTRACT TO, AMONG OTHER THINGS, RELEASE THE KS PARTIES FROM LIABILITY AND TO INDEMNIFY THE KS PARTIES, AND AGREE THAT THIS AGREEMENT IS BINDING ON THE UNDERSIGNED, INDIVIDUALLY AND ON BEHALF OF THE STUDENT, AND THE STUDENT'S ESTATE, HEIRS, LEGAL REPRESENTATIVES, AND SUCCESSORS.**

**I/WE AGREE THAT AUTHORIZATIONS, WAIVERS/RELEASES AND OTHER AGREEMENTS CONTAINED IN THIS FORM SHALL REMAIN IN FULL FORCE AND EFFECT WHILE THE STUDENT IS ENROLLED AT KAMEHAMEHA AND AFTER THE STUDENT NO LONGER ATTENDS KAMEHAMEHA.**

**I/we agree that this agreement shall be construed and enforced under the laws of the State of Hawai'i. I/We further agree that if any portion of this agreement is deemed illegal or invalid, then only such portion shall be deemed omitted. I/We further agree that if either Kamehameha or I/we fail to enforce any of the terms of this agreement, such failure shall not be construed to be a waiver of such term.**

**All Parent(s)/Legal Guardian(s) who have sole or joint legal custody for the Student and who agree to the foregoing terms must sign this agreement.**

\_\_\_\_\_  
**Print** Parent/ Legal Guardian Name

\_\_\_\_\_  
Parent/Legal Guardian **Signature**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Print** Parent/ Legal Guardian Name

\_\_\_\_\_  
Parent/Legal Guardian **Signature**

\_\_\_\_\_  
Date