

3RD ANNUAL



HANAPA'A
FISHING CO.

MONSTA TILAPIA



KEIKI FISHING OPEN

November 8, 2008 (Saturday)

Age Groups: 5 & under; 6-9 yrs.; 10-13 yrs. old
(first 100 child applicants...11/1 deadline)

PICK-UP OR DOWNLOAD APPLICATION FORMS AT:

www.KaiClothing.com

Hawaii's top ocean lifestyle brand

Hanapa'a Hawaii

Pearlridge Center (Downtown) or 1733 Dillingham Blvd., Honolulu

2008 Kai Clothing / Hanapaa'a "Monsta Tilapia" Keiki Fishing Open

(Download addt'l forms at: www.KaiClothing.com and www.HanapaaHawaii.com)

Date: Saturday, November 8, 2008

- Time(s):
- 1. Go Fish! Start no earlier than: 8 am** (We are operating under the Honor System. Please do not start before 8am. There is no tournament restriction on where you can fish, but please do not trespass or fish anywhere illegally. Also, check in with your catch in time! Good Luck & Be Safe!)
 - 2. Check-in with catch between: 11am - 1pm** (Participants must check-in at the Ward Warehouse Stage with their catch by **1pm sharp**. No exceptions. Anticipate a line at check-in, traffic, and parking constraints.)
 - 3. 1pm – 2pm: Bring your own lunch, or buy from Ward Warehouse Food Court Vendors.** (Keiki entertainment will be provided from 1pm-2:30pm)
 - 4. Prizes and Giveaways: 2pm**

Check-In / Weigh-In Location:

Ward Warehouse Stage

*Next to the 'ewa Food Court

*Look for *Kai Clothing & Hanapaa'a* Banners



AGE GROUPS (age on Nov. 8, 2008):

***5 year olds and under**

***6-9 year olds**

***10-13 year olds**

Limited to the first 100 children applicants, or November 1st cut-off (whichever is earlier).



Entry Fee: **\$24.00** per child** [more than one child may be registered per adult; Adult supervisors are free.

Child supervision is the responsibility of the registering adult(s).]

**Includes one (1) tournament t-shirt (select size on page 4), and water/soft drinks. Food can be purchased from Ward Warehouse Food Court vendors. Keiki entertainment will be provided at the Ward Warehouse Stage area.

****KAI CLOTHING ITEMS WILL BE SOLD AT UP TO 40% OFF AT THE WEIGH-IN AREA. DO YOUR CHRISTMAS SHOPPING AT GREAT PRICES!!****

The weigh-in will be held at Ward Warehouse stage area. Please select two fish to be weighed in and recorded as your catch. **THIS IS NOT A LARGEST CATCH COMPETITION.** A total weight will be randomly selected, and the three catches closest to the randomly selected weight (over or under) in each age group will receive a prize. (In the event of a tie, the participant that checked in earlier will win.) Prize winners will be announced at 2pm same day. After weigh in, fish can either be kept by the participants, or given to staff to release back into the streams.

(In the interest of conservation, please do your best to keep the tilapia alive.)



Rules

There is no tournament restriction on where to fish. However, please do not trespass or fish anywhere illegally.

In the interest of conservation, please do your best to keep the tilapia alive.

Poles with or without reels are allowed. No boats can be used. All tilapia fishing must be from shore. There is no restriction on bait or hooks. No spears of any kind can be used. No mutilated tilapia will be counted. Judges' decision is final.

Be sure to check in at the Ward Warehouse by 1pm sharp for weigh-in. Those checking in after 1pm will not be eligible for prizes. No exceptions. Anticipate a line at check-in, parking constraints, and traffic.

After weigh in, tilapia can either be kept by the participants, or given to staff to release back into the streams.

THIS IS NOT A LARGEST CATCH COMPETITION. A total weight will be randomly selected, and the three catches closest to the randomly selected weight (over or under) in each age group will receive a prize. In the event of a tie, the participant that checked in earlier will win.

Each adult is responsible for the safety of the child(ren) that he/she registered, as well as his/her own personal safety. On tournament day, if you determine water and/or weather conditions to be unsafe to your and/or your child(ren)'s ability, your entry fee (less \$14 for T-shirt) will be refunded. Entrant [adult and child(ren)] will no longer be eligible for giveaways and prizes. To receive a refund, entrant must be present and personally obtain approval from a tournament official at the Ward Warehouse stage area by 10 am. NO refunds after this period. Abuse of this policy will result in banishment from future events.

NEED FISHING SUPPLIES?

Head over to:

Hanapa'a Hawaii (Pearlridge)
Pearl Ridge Shopping Center
98-1005 Moanalua Road, #414
Aiea, HI 96701
Phone: 808.486.5775

Hanapa'a Hawaii (Dillingham)
1733 Dillingham Blvd.
Honolulu, HI 96819
Phone: 808.845.1865

AWARDS

Two-Tilapia Catch Closest (in weight) to Randomly Selected Weight:

1st, 2nd, 3rd Place (5 year olds and under)

1st, 2nd, 3rd Place (6-9 year olds)

1st, 2nd, 3rd Place (10-13 year olds)



2008 KAI CLOTHING/HANAPA'A "MONSTA TILAPIA" KEIKI FISHING OPEN APPLICATION

and

RELEASE, WAIVER, ASSUMPTION, AND INDEMNITY

(By signing this agreement, you will waive certain legal rights, including the right to sue)

THIS EVENT IS BROUGHT TO YOU BY KAI CLOTHING PROMOTIONS LLC.

Please fill in and print clearly the information required below:

Adult #1's Name: _____

Adult #2's Name (if applicable): _____

Address: _____

Phone: _____ Cell: _____ Email*: _____

*(contest confirmation and updates will be emailed)

Child #1's Name: _____ Age: _____

Child #2's Name (if applicable): _____ Age: _____

Child #3's Name (if applicable): _____ Age: _____

Emergency Contact

Name: _____ Phone: _____ Phone #2: _____

Name: _____ Phone: _____ Phone #2: _____

1. Entry Fee (adult supervisors are free): _____ X \$ 24.00 per child = _____

**Includes one (1) tournament t-shirt per child, and water/soft drinks. Food can be purchased from Ward Warehouse Food Court vendors. Keiki entertainment will be provided at the Ward Warehouse Stage area.

**Included T-Shirt(s) size: Children's Sizing: XS:___ S:___ M:___ L:___ XL:___
Adult Sizing: S:___ M:___ L:___ XL:___ XXL:___

2. # of Additional Shirts, if applicable: _____ x \$14.00 per tee = _____

**Additional T-Shirt(s) size: Children's Sizing: XS:___ S:___ M:___ L:___ XL:___
Adult Sizing: S:___ M:___ L:___ XL:___ XXL:___

Total Amount Due: \$ _____

Please sign and mail or deliver completed forms (Pages 4-7) to:

Hanapa'a Hawaii - Pearlridge Shopping Center
98-1005 Moanalua Road, #414, Aiea, HI 96701

Please make check payable to (\$25 returned check fee): Hanapa'a Hawaii
Limited to the first 100 children, or by November 1st, 2008 (whichever is earlier).

NOTE: THIS APPLICATION IS NOT ACCEPTABLE AND COMPLETE UNLESS EACH ADULT AND CHILD LISTED ABOVE HAS SIGNED THE LAST PAGE OF THIS AGREEMENT. (FOR EACH CHILD LISTED ABOVE, A PARENT OR LEGAL GUARDIAN MUST SIGN ON THE CHILD'S BEHALF.)



THIS EVENT IS BROUGHT TO YOU BY KAI CLOTHING PROMOTIONS LLC.

This Release, Waiver, Assumption and Indemnity (this "Agreement") is made and entered into by the undersigned in favor of Kai Clothing, Inc., Kai Clothing LLC, Kai Clothing Promotions LLC, Hanapaa'a Hawaii, Inc., Ward Warehouse, Victoria Ward Centers, their respective owners, administrators, officers, directors, members, managers, agents, employees and representatives, all event coordinators and officials, all sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event, their associates and affiliates, and volunteers who take part in this event (collectively, "Releasees").

In consideration of being allowed to participate in this event, known as the **2008 KAI CLOTHING/HANAPAA'A "MONSTA TILAPIA" KEIKI FISHING OPEN** (the "Event"), I, for myself, personal representatives, successors, assigns, heirs and next of kin (collectively, "I"), and for and on behalf of the child(ren) and/or ward identified on the front side of this document (individually and collectively, "Child"), to the extent that I am his/her parent or legal guardian:

1. Agree, acknowledge and understand that fishing can be a dangerous activity, and I, on behalf of my Child and myself, made a voluntary choice to participate in this Event despite the risks the activity presents.
2. Certify that my Child and I are each qualified, in good health and in proper physical condition, and possess the skill and experience necessary to participate in this Event, and understand that I will be solely and fully responsible for the supervision of myself and each Child at all times during the Event. I agree that, prior to participating, I will inspect the existing weather and ocean conditions and the equipment to be used and, if I believe anything is unsafe, I will immediately inform Event officials of such condition(s) and refuse to participate further. In such event, I will be entitled to a refund of my entry fees (less T-shirt and party expenses) after the Event.
3. Acknowledge and understand that my Child and I will be engaging in activities that may involve the risk of serious injury, including paralysis, permanent disfigurement, disability, dismemberment and death, and severe social and economic loss which might result not only from actions, inactions, or negligence of myself, but also the actions, inactions, or negligence of others, including the Releasees, or conditions of the ocean or environment which are beyond the control of any person and risks not known to anyone or not reasonably foreseeable at this time.
4. Assume voluntarily all the foregoing risks and accept personal responsibility for damages following such injury described above.
5. **Release, waive, discharge and promise not to sue Releasees from any and all liabilities, claims, damages, costs, or losses, caused by any actions, inactions, or negligence of any person, including but not limited to any Releasee, myself or my Child, to myself or my Child, including death or damage to property, directly or indirectly, present or future, known or unknown, arising out of or related to our participation in the Event, and including any injury received or compounded by negligent rescue operations or procedures of Releasees. I further agree that if, despite this agreement, I or anyone on behalf of myself or my Child, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any expenses, attorneys fees, damages, or costs which any may incur as the result of such claim.**
6. Consent to receive medical treatment which may be deemed advisable in the event of injury, accident and/or illness to myself and/or my Child, during the Event.

*****NOTE: THIS AGREEMENT CONTINUES ONTO THE NEXT PAGE AND MUST BE SIGNED BY EACH ADULT AND CHILD LISTED ON THE FIRST PAGE OF THE APPLICATION. FOR EACH CHILD, A PARENT OR LEGAL GUARDIAN MUST SIGN.*****

7. Agree to follow all rules, regulations, conditions and terms as set forth by Event officials. I will not do anything to degrade, embarrass, or cause harm to myself, my Child, other participants of the Event, or the Releasees, and agree to conduct myself and my Child in a civil and sportsmanlike manner before, during and after, and while in the vicinity of the Event, and that any uncivil or unsportsmanlike conduct will be cause for immediate disqualification from the Event at the discretion of Event officials.
8. Understand that unless provided elsewhere herein, all entry fees are non-transferable and non-refundable.
9. Give permission for the use of my and/or my Child's name, voice and/or picture in any broadcast, telecast, photograph, advertising promotion or other account of this Event.

*****PARENT OR LEGAL GUARDIAN FOR EACH CHILD MUST SIGN HERE*****

Signature by Parent or Legal Guardian

By signing below, I certify that I have carefully read this **RELEASE, WAIVER, ASSUMPTION, AND INDEMNITY** and fully understand that I have given up substantial rights my Child and/or I might otherwise be entitled to by signing this Agreement, and have done so 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, and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect. I further certify that I am, in fact, the parent or legal guardian of the Child, as indicated below, and acting in such capacity, am authorized to consent to my Child's participation in the Event. I further agree to save and hold harmless and indemnify each and all of the Releases from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of my Child and/or myself.

_____ Signature	_____ Name of Parent or Legal Guardian (print clearly)	_____ Date	_____ Child's Name	_____ State Relationship
_____ Signature	_____ Name of Parent or Legal Guardian (print clearly)	_____ Date	_____ Child's Name	_____ State Relationship
_____ Signature	_____ Name of Parent or Legal Guardian (print clearly)	_____ Date	_____ Child's Name	_____ State Relationship

*****EACH ADULT PARTICIPANT (OTHER THAN PARENT OR LEGAL GUARDIAN SIGNING ABOVE) MUST SIGN HERE*****

Signature of Adult Participant

By signing below, I certify that I have carefully read this **RELEASE, WAIVER, ASSUMPTION, AND INDEMNITY** and fully understand that I have given up substantial rights I might otherwise be entitled to by signing this Agreement, and have done so 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, and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

_____ Signature	_____ Name (print clearly)	_____ Date
_____ Signature	_____ Name (print clearly)	_____ Date