



HIKI NŌ: Hawai‘i’s New Wave of Storytellers
founded by educational, non-profit, PBS Hawaii

**PARTICIPATION, CONSENT, RELEASE, AND WAIVER OF
LIABILITY AGREEMENT**

In consideration of the opportunity to participate in HIKI NŌ: Hawai‘i’s New Wave of Storytellers (“HIKI NŌ Network”), I agree to the following:

1. I will read and comply with all of the guidelines stated in the *Rules and Obligations* section of the HIKI NŌ Network Handbook, which has been made available to me. I understand that my participation in the HIKI NŌ Network may be suspended or revoked if I don’t follow all of those rules and obligations.
2. I understand I will not receive payment or compensation of any kind for participating in or contributing to the HIKI NŌ Network.
3. I agree that my name, voice, likeness, work product, and any other contribution to the HIKI NŌ Network may be recorded, broadcast, copied, distributed, and promoted throughout Hawaii and the world, in perpetuity, and by any means or media, including video, DVD, or Internet broadcast, without any payment or compensation to me.
4. I will own the copyright in any original video stories or other work product I create. By this Agreement, I grant Hawaii Public Television Foundation dba PBS Hawaii (“PBS Hawaii”) a perpetual, non-exclusive, worldwide license to use my original video stories or other work product in compiling and distributing programs for the HIKI NŌ Network. I acknowledge that PBS Hawaii owns the copyright and all other legal rights in all programs it compiles and distributes for the HIKI NŌ Network, and that PBS Hawaii may in turn license any rights in the compiled programs in its sole discretion.
5. I release, indemnify, and hold harmless PBS Hawaii, and all of its officers, directors, employees, agents, representatives, consultants, contractors, successors, and assigns from and against any claims and liabilities, past, present, or future, arising out of or in any way related to my participation in and contributions to the HIKI NŌ Network. I acknowledge this general release is intended to be as broad as the law allows, and includes, but is not limited to any potential future claims for personal injury, invasion of privacy, defamation, or copyright infringement.

I have read, understood, and agree with all the terms of this Agreement.

Student Participant:

(Print Name)

(Signature)

School: _____

Student Address: _____

Student Phone No: _____ Student E-mail Address: _____

Date: _____

CONSENT AND AGREEMENT OF PARENT OR LEGAL GUARDIAN

As parent and/or legal guardian of the above-named student, I consent to my child's participation in the HIKI NŌ Network on the terms and conditions of this Agreement. I have read, understood, and agree with all the terms of this Agreement. I represent that I am authorized to execute this Agreement individually and on behalf of my child, and specifically that I have the authority to release all claims described in paragraph 5 of this Agreement in consideration of my child's participation in the HIKI NŌ Network. I agree this Agreement is binding on myself, individually, and on my child and my child's estate, heirs, and legal representatives. I understand this is a legally binding agreement that, among other things, releases all claims described in paragraph 5 of this Agreement.

Mother/LegalGuardian _____
(Print Name) (Signature)

Address: _____

Phone No: _____ E-mail Address: _____

Date: _____

Father/Legal Guardian _____
(Print Name) (Signature)

Address: _____

Phone No: _____ E-mail Address: _____

Date: _____

HIKI NŌ RULES AND OBLIGATIONS FOR STUDENTS

Students participating in HIKI NŌ will follow these rules and obligations:

- 1- Students will comply with all Federal, State of Hawaii and Cities and Counties of Hawaii laws and regulations.
- 2- Students will not place themselves or anyone they are interviewing or filming into harmful situations.
- 3- Students will identify themselves to their information sources and interviewees as a student reporting for HIKI NŌ.
- 4- Students understand the importance of accuracy and will make every effort to ensure accurate information is presented in their work for HIKI NŌ. Students will immediately inform their teachers if a mistake or inaccuracy is reported so it can be corrected promptly.
- 5- Students will obtain all necessary approvals before going onto private property to conduct any interviewing or filming.
- 6- Students will strive to seek opposing sides of issues presented in their HIKI NŌ stories.
- 7- Students are responsible for confirming that fellow students who they feature in or interview for HIKI NŌ have signed their school media consent forms. Students will acquire verbal consent from all persons interviewed on camera for HIKI NŌ.
- 8- Students will not plagiarize.
- 9- Students will not alter or distort video images to deceive or mislead the audience.
- 10- Students should avoid sensational or gratuitously offensive material (scenes of extreme violence and use of racial epithets, profanity, nudity, sexism) and exercise contemporary standards of good taste. Questions of taste will be resolved by PBS Hawaii in its sole discretion depending on the newsworthiness and overall value of the material and how relevant it is to the news story.