



**STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES**

RELEASE OF LIABILITY

Name: _____ **Phone:** _____

Address: _____

I have requested the Department of Land and Natural Resources to allow me or my child to engage in the following activity or activities on State of Hawaii property known as the _____ (hereinafter "Park"):
(Description of activity) _____

_____ for a period of time starting on _____ and ending on _____. I agree and acknowledge that my or my child's SAFETY is at moderate to high risk and that I accept RESPONSIBILITY. I fully understand, and by my signature acknowledge that:

I recognize and acknowledge that there are certain inherent risks and dangers involved with the above-described activity or activities at the Park involve certain inherent risks including but not limited to risk of possible injury or death and understand that the following conditions, hazards, or dangers may exist:

• gusty winds	• dense, tangled vegetation
• sharp and/or slippery rocks	• thorny plants
• stinging or biting insects and spiders	• work on or near steam and ocean water
• portable or no bathroom facilities	• wet or slippery roads
• no potable drinking water	• herbicides
• steep drop-offs	• paint, fuel, and oil fumes
• rugged terrain	• work in hunting area
• sharp tools	• wild animals
• lack of nearby medical facilities	• flash floods
• steep and slippery trail and river crossings	• lack of reliable communication service (including no telephone service)
• harsh weather conditions (ranging from hot and humid to wet and cold)	• diseases caused by water, air, or animal vectors

To the extent that my activities may involve the use of motorized tools, hand tools, and/or handling of herbicides, I acknowledge that there are certain inherent risks and dangers involved in such activities, which include (but are not limited to) risk of possible serious bodily injury, death, or poisoning.

Knowing that the above-described activity or activities at the Park may present certain risks and dangers to me or my child, including A RISK OF SERIOUS BODILY HARM OR DEATH, I nevertheless permit myself or my child to engage in the above-described activity or activities at the Park. I voluntarily ASSUME THE RISK OF INJURY OR LOSS created by the above-described conditions, hazards, and dangers at the Park.

With full knowledge of said conditions, hazards, and dangers, I RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS the State of Hawaii, and any and all of its officers, employees, and agents, for death or injury to me or my child or damage to or destruction of any of my or my child's property resulting from the conditions, hazards, and dangers listed above.

I understand and acknowledge that the provisions of Chapter 90, Hawaii Revised Statutes, do not apply to my or my child's activities at the Park.

In consideration for allowing me or my child to engage in the above-described activity or activities at the Park which I have requested, I, for my heirs, beneficiaries, executors, and administrators, REMISE, RELEASE, AND FOREVER DISCHARGE the State of Hawaii, and any and all of its officers, employees, and agents, acting in their official capacities, from any and all claim(s), demand(s), or cause(s) of action on account of my or my child's death or personal injury or on account of any injury to my or my child's property which may occur from my or my child's negligence, hazards listed herein, or an unforeseeable event, during my or my child's activity or activities at the Park described above.

I have read the above waiver and hereby release the State of Hawaii, its officers, employees, agents, and assigns from any and all liability that may result from my above-described activity or activities at the Park.

Signature: _____ Date: _____

Printed Name: _____

Signature of Parent or Legal Guardian: _____

Printed Name: _____ Date: _____

Minor's Name(s): _____



Ho'āla 'Āina Kūpono Liability Waiver

The undersigned acknowledges that some of the activities lead by Ho'āla 'Āina Kūpono in the Ahupua'a o Kahana State Park and/or at the Hakipuu lo'i may include inherent dangers and risks and understand that Ho'āla 'Āina Kūpono, and the State of Hawaii: (1) does not extend any assurance that the above-described property is safe for any purpose, and (2) does not assume responsibility for injury to any person or property, however caused.

In exchange for being able to take part in activities with Ho'āla 'Āina Kūpono, the undersigned hereby irrevocably and forever releases and discharges Ho'āla 'Āina Kūpono Board of Directors and staff members, the State of Hawaii, its trustees, employees, agents and representative all owners of lands that the undersigned may cross to get to Ahupua'a o Kahana State Park and/or Hakipuu lo'i, and their respective trustees, officers, directors, employees, agents, and representatives (collectively "The Released Parties"), from and against all claims and demands for loss or damage, including property damage, personal injury and wrongful death, arising out of or in connection with the use of the above referenced property on (date) _____ from (time) _____ am/pm to _____ am/pm.

The visit with Ho'āla 'Āina Kūpono and/or some or all of the activities that the undersigned may participate in with Ho'āla 'Āina Kūpono may be covered by the Hawaii Recreational Statutes (HRS Chapter 520) and, if so, this waiver will apply only to the extent it may provide broader protections and a broader release to The Released Parties.

The undersigned agrees to indemnify and defend The Released Parties against all claims, causes of action, damages, judgements, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from his or her presence with Ho'āla 'Āina Kūpono.

The undersigned also agrees to assume full responsibility for any injury or damage to his or herself or other persons or property that the undersigned may cause.

The undersigned also agrees that Ho'āla 'Āina Kūpono has my permission to use my or my child's photograph or video publicly in instructional or promotional materials for the organization. I understand that the images may be used in print publications, online publications, presentations, websites, and social media. I also understand that no royalty, fee or other compensation shall become payable to me by reason of such use.

Group Name: _____ Volunteer Activity Type: _____

First Name	Last Name	Birthdate	Hawaiian? (Y/N)	Zip Code	Signature (Parent or guardian if under 18)

The undersigned acknowledges that some of the activities lead by Ho'āla 'Āina Kūpono in the Ahupua'a o Kahana State Park and/or the Hakipu'u lo'i may include inherent dangers and risks and understand that Ho'āla 'Āina Kūpono, and the State of Hawai'i: (1) Does not extend any assurance that the above-described property is safe for any purpose, and (2) Does not assume responsibility for injury to any person or property however caused.

In exchange for being able to take part in activities Ho'āla 'Āina Kūpono, the undersigned hereby irrevocably and forever releases and discharges Ho'āla 'Āina Kūpono Board of Directors and staff members, the State of Hawai'i, its trustees, employees, agents, and representatives; all owners of lands that the undersigned may cross to get to the Ahupua'a o Kahana State Park and/or Hakipu'u lo'i, and their respective trustees, officers, directors, employees, agents, and representatives (collectively "The Released Parties"), from and against all claims and demands for loss of damage including property damage, personal injury, and wrongful death, arising out of or in connection with the use of the above referenced property on:

Date: _____ from _____ to _____

with (group name) _____.

The visit with Ho'āla 'Āina Kūpono and/or some or all of the activities that the undersigned may participate in with Ho'āla 'Āina Kūpono may be covered by the Hawai'i Recreational Statutes (HRS Chapter 520) and, if so, this waiver will apply only to the extent it may provide broader protections and a broader release to The Released Parties.

The undersigned agrees to indemnify and defend The Released Parties against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from his or her presence with Ho'āla 'Āina Kūpono. The undersigned also agrees to assume full responsibility for any injury or damage to his or her self for other persons or property that the undersigned may cause.

PARTICIPANT FULL NAME: _____

HAWAIIAN ANCESTRY: YES NO (**This question is for program and grant funding purposes.**) _____

BIRTH YEAR: _____ ZIP CODE: _____ SIGNATURE: _____

_____ (of parent or guardian if participant is a minor)

The undersigned also agrees that Ho'āla 'Āina Kūpono has my permission to use my or my child's photograph or video publicly in instructional or promotional materials for the organization. I understand that the images may be used in print publications, online publications, presentations, websites, and social media. I also understand that no royalty, fee or other compensation shall become payable to me by reason of such use. INITIAL: _____ (of parent or guardian if participant is a minor).

EMERGENCY CONTACT

PARTICIPANT DETAILS

Student Name: _____ Date of Birth: _____

Home Address: _____

Parent Name: _____ Phone: _____

Parent Name: _____ Phone: _____

MEDICAL INFORMATION

Allergies? YES / NO. If yes: _____

Any medication(s)? YES / NO. If yes: _____

Any other medical information or concerns: _____

EMERGENCY CONTACTS

Name: _____

Relationship: _____

Phone: _____ Alternate Phone: _____

Name: _____

Relationship: _____

Phone: _____ Alternate Phone: _____