

Auwahi Release of Liability

I, _____, agree and acknowledge that the volunteer project I am working on **has inherent risks**. I realize that I will be working in **extremely rough terrain, with rugged and loose lava rocks, at elevations of 2500 to 4000 feet**. I can expect **extreme weather conditions** that can change rapidly and I am prepared for **rain and cold winds**. I agree and acknowledge that **my safety is my responsibility and no one else's**. _____ (Initial)

1. Terrain & Vehicle Information

The access **roads are narrow, rugged, sometimes steep** and are for **4-wheel drive vehicles only**. I fully understand, and by my signature acknowledge that I understand, that **if I ride in a vehicle driven by a Leeward Haleakala Watershed Restoration Partnership, Maui Restoration Group, 'Ulupalakua Ranch employee or a fellow project participant, I may be injured**. _____ (Initial)

2. Health & Physical Activity

Realizing the importance of such information, I have informed the volunteer supervisors of any **serious pre-existing health conditions**. I am adequately prepared to spend a day doing **vigorous physical activity, including strenuous hiking, weeding, using a pick and other hazardous tools**. I fully understand, and by my signature acknowledge that I understand, that the **use of working tools is hazardous and may result in injury** and I am responsible for my actions. **I voluntarily assume the risk of injury or loss created by the conditions of the terrain and work tools**. _____ (Initial)

3. Medical Treatment

The Undersigned does hereby release and forever discharge **Leeward Haleakala Watershed Restoration Partnership, 'Olino, Maui Restoration Group, 'Ulupalakua Ranch and its affiliates, agents and contractors, directors, and employees and all project participants** from any Claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Undersigned's activities on or around the Project, including any Claim that arises from the Undersigned's ingress or egress in and to the Project, whether by roadway, helicopter or otherwise, whether the same be caused by or result from any matter, thing or condition, negligence or fault of **Maui Restoration Group**.

_____ (Initial)

4. 'Ulupalakua Ranch Access

The Auwahi Restoration project is on 'Ulupalakua Ranch land. It is a **privilege to travel onto private ranch property** to perform forest restoration. I fully understand, and by my signature acknowledge that I understand, that my volunteer activities with Maui Restoration Group are **completely independent of 'Ulupalakua Ranch**.

_____ (Initial)

5. Release & Waiver

In consideration for being permitted to participate in these activities, including the use of equipment, **I agree to : Release, waive, discharge and covenant not to sue Leeward Haleakala Watershed Restoration Patnership, 'Olino, Maui Restoration Group, 'Ulupalakua Ranch and its affiliates, agents and contractors, directors, and employees and all project participants**, (which parties are jointly referred to in this agreement as "releasees") for all claims of liability for injury, death, property damage or other loss, now or in the future, as a result of my participation in these activities or activities incidental thereto even if caused by the negligence of the releasees.

_____ (Initial)

I have carefully read this agreement and fully understand its contents. I am aware that this is a release waiver of liability to all releasees and that by signing this agreement I am giving up important legal rights. I understand and freely sign this agreement and agree that no oral representations, statements or inducements have been made apart from the forgoing agreement. This agreement shall bind my heirs, executers, assigns, legal representative and family members.

The release of liability is effective for the access into Auwahi on date of signature only.

Volunteer signature: _____

Print Name: _____

Date: _____

Age: _____ **New (X):** _____

Parent or Legal Guardian Signature: _____

Print Name: _____

Date: _____

Mailing Address: _____

City: _____ **State:** _____ **Zip Code:** _____

E-Mail Address: _____

Phone Number: _____

Contact person in case of emergency: _____

Phone Number: _____