

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
AGREEMENT FOR INDIVIDUAL VOLUNTARY SERVICE

Name: _____ Phone: _____

Address: _____

DURATION OF AGREEMENT: START: _____ END: _____

I understand that I will not receive any compensation for the above work and the volunteers are NOT considered to be employees of the State of Hawaii for any purpose other than tort claims, and I understand that volunteer service is not creditable for leave accrual or any other employee benefits. I also understand that either the State of Hawaii or I may cancel this agreement at any time by notifying the other party. I acknowledge that there are inherent risks and dangers associated with this activity and in particular have noted those risks listed below.

I understand that I will be assisting the State of Hawaii, Department of Land and Natural Resources in taking care of Hawaii's natural and cultural resources. I will be responsible for my equipment and supplies. I understand that a DLNR employee will be available to assist with logistics and communications. I will be responsible for all aspects for the actual work project, and the safe use of and proper care of hand tools including, but not limited to: machetes, saws, hand saws, hazel hoes, Pulaski's, McLeod's, pry bars, sledge hammers, bow-saws, power tools (including but not limited to: brush cutters), etc.

I am in good physical shape, and will be self-sufficient while at the work project site. I have informed the State of any physical, mental, and/or medical conditions that may increase the risk of harm to me or others while engaging in the activities described in this document. I understand that I should wear footwear when working in the field. I understand that the duration of the project may be less than eight hours in length; however, in the event of inclement weather the work day may be either shortened or extended at the discretion of the State. I further understand that work projects may occur in remote areas as well as on public or private lands where hunting activities occur and that I may not leave the trail work area without first notifying the State. I am aware that there are inherent risks and dangers associated with field work. They include but are not limited to:

Nighttime work	humid to wet and cold
Passenger in Utility-Terrain Vehicles (UTV)	Diseases caused by water, air, and animal vectors
Work around or near mechanical equipment	Paint, fuel, and oil fumes
Passenger in helicopter, and or working around helicopter	Thorny plants/dense vegetation
Gusty wind	Poisonous plants
Sharp and or slippery rocks	Slips, Trips, and Falls
Stinging or biting insects and spiders	Lack or reliable communication
Portable or no bathroom facilities	No telephones
Steep drop-offs: Landslides	Weapons fire/gunshots
No potable (drinkable) water	Wet and slippery roads
Rugged terrain	Work on/in near water
Sharp tools	Herbicides/Pesticides/Fungicides
Lack of medicinal facilities	Work in a hunting area
Wild animals	Steep and slippery trail and river crossings
Harsh weather conditions ranging from hot and	Flash floods

I agree to waive any and all claims against the State of Hawaii and its officers, agents, employees, or volunteers for any injury, property damage, and/or death caused by any negligence on the part of the State of Hawaii, its officers, agents, employees, and other volunteers and agree to hold harmless and indemnify the State of Hawaii, its officers, agents, employees and other volunteers from any suits, actions, and claims arising out of or in any way connected with my activities as a volunteer or the activities of the State of Hawaii, its officers, agents, employees or other volunteers.

I understand I am also signing on behalf of any minor that is under my care during the duration of the volunteer activity. I further agree that I will be responsible either for personally supervising the minor or for making arrangements for the supervision of the minor by another responsible adult.

I hereby volunteer my services as described above, to assist the State of Hawaii, Department of Land and Natural Resources in its authorized work.

Signature of Volunteer (or Minor's guardian) - Date

Minor's Name: _____

Minor's Name: _____

Minor's Name: _____

Minor's Name: _____

Minor's Name: _____

Minor's Name: _____

Minor's Name: _____

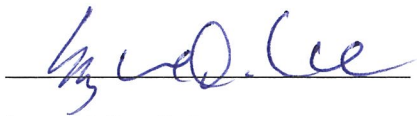
Minor's Name: _____

Minor's Name: _____

Minor's Name: _____

Based upon the above agreement and understanding, the State of Hawaii agrees, while this arrangement is in effect, to accept your services as a volunteer.

Mahalo for your support of Hawaii's natural and cultural resources.

A handwritten signature in blue ink, appearing to read "Suzanne D. Case", is written over a horizontal line.

Suzanne D. Case, Chairperson
Department of Land and Natural Resources

YMCA CAMP ERDMAN

AQUATICS ACTIVITIES WAIVER

LIABILITY WAIVER AND RELEASE (Exhibit B)

WARNING: Please read this agreement carefully! By agreeing to this Liability Waiver and Release Agreement (the “Agreement”), you will waive certain legal rights in accordance with this Agreement and as provided by law.

ACKNOWLEDGEMENT OF RISKS: I understand and acknowledge on behalf of myself and/or any minor children for whom I am responsible, that certain risks are typically involved with any aquatic activity, including but not limited to collisions, falls, drowning, and equipment failure; that I and/or my minor child may suffer accidents or illnesses in remote places where there are no available medical facilities; and that no warranty of any kind, express or implied, is being made. I also realize that participation in any aquatic activity, including but not limited to snorkeling, scuba diving, and other related aquatic activities (collectively, “Activities”) can result in personal injury, accidents and/or illness including but not limited to broken bones, head injuries, paralysis, serious injury and/or death, as well as damage to or loss of personal property. I acknowledge on behalf of myself and/or my minor child that I have been fully advised of the dangers inherent in participating in the above-mentioned Activities.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: In consideration of being able to participate in the Activities, I, for myself and any minor children for whom I am a parent, confirm that I and/or minor child are physically and mentally capable of participating in full in the Activities. I and/or my minor child participate willingly and voluntarily in the Activities and voluntarily assume full responsibility for personal injury, accidents, or illness including death, as well as damage or loss of personal property. I am aware that there is a risk of negligence by Surf N' Sea, Inc., the Young Men's Christian Association of Honolulu (“YMCA”) (collectively, “Released Parties”), and/or each of their officers, directors, agents, employees, agents, volunteers or assigns (collectively “Agents”), including the failure by the Released Parties and/or their Agents to safeguard or protect me/us from the risks, dangers, and hazards of the Activities. I on behalf of myself and/or my minor child freely accept and fully assume all risks, dangers and hazards associated with participating in the Activities and the possibility of loss, personal injury or death resulting therefrom.

RELEASE: In consideration of participating in the Activities, I, on behalf of myself and/or my minor child, hereby agree as follows:

1) To waive any and all claims, liabilities, actions, damages, penalties, suits, costs or expenses of any nature whatsoever, in law or equity (collectively, “Claims”), that I and/or my minor child has or may in the future have against the Released Parties and/or their Agents, and to release the Released Parties and their Agents from any and all Claims that I and/or my minor child may suffer or that my next-of-kin may suffer as a result of my participation in any of the Activities, to the extent provided by law.

2) To hold harmless and indemnify the Released Parties and their Agents, from any and all Claims relating to any property damage or personal injury to any third party resulting from my participation in the Activities.

This Liability Waiver and Release Agreement shall be effective and binding upon my heirs, next-of-kin, executors, administrators, assigns and representatives, in the event of my death or incapacity. This Agreement shall be governed by and interpreted solely in accordance with the laws of the State of Hawaii and no other jurisdiction. Any litigation involving the parties to this agreement shall be brought solely within the State of Hawaii.

By signing this Agreement, I acknowledge and represent that: (1) I have read the above waiver and release, understand it, and sign voluntarily; (2) I am over 18 years of age and am of sound mind; (3) I have no known physical or mental condition that would increase the likelihood of serious injury from such participation; and (4) in case of emergency, I give permission to have myself and/or my minor child taken to and treated at the nearest available medical facility.

If the participant is a minor, the undersigned parent or legal guardian warrants and represents that this agreement, its significance and the assumption of risk, has been explained to and understood by the minor child or ward. I hereby declare, under penalty of perjury, that I am the parent or legal guardian of the named participant.

CAMPER LAST NAME		CAMPER FIRST NAME	
EVENT NAME or DATES ATTENDING			
PRINT NAME OF PARENT/GUARDIAN:		SIGNATURE OF PARENT/GUARDIAN:	
		DATE SIGNED:	