



WAIVER AND RELEASE OF LIABILITY

I, _____ (“Participant”), understand and agree, in connection with my participation in _____ Lānaʻi Community Stewardship Program, as further described below (the “Activity”), scheduled on July 2021 – July 2022, which is operated and provided by

_____ (“Provider”), as follows:

I understand that the Lānaʻi Culture & Heritage Center and Lānaʻi Resorts, LLC, dba Pūlama Lānaʻi, together with their subsidiaries, affiliates, members, officers, directors, employees, insurers, agents, representatives, successors and assigns (collectively, “Owner”), have granted limited permission for Participant to enter on Owner’s land, and/or to use Owner facilities, equipment, and/or vehicles, in connection with the Activity, including without limitation, travel to and from any location used in connection with the Activity. I understand that the Provider of the Activity may be: (1) the Owner; or (2) an independent contractor(s) and/or third-party vendor(s) that Owner does not own, operate, or control, and for which Owner does not make any representations or warranties concerning the quality, fitness, condition, or safety of the Activity and/or Provider.

Assumption of Risk: I understand and acknowledge that participation in the Activity is voluntary and may present risks associated with inherently dangerous activities (collectively, the “Risks,” including as more specifically defined hereafter), which can result in serious physical, mental and/or emotional injury, illness, disability, death, property damage, and/or other loss to Participant. These Risks may exist by the very nature of the Activity and cannot be eliminated without altering the essential qualities of the Activity. The Activity may involve being in remote areas for extended periods of time, with limited or no access to communications, transportation, or emergency medical assistance or facilities.

I voluntarily assume any and all Risks, known or unknown, associated with my participation in the Activity. The Risks may arise by any means and may be caused by natural or man-made Risks that cannot be anticipated, identified, controlled, minimized, and/or eliminated, such as, among other things: the acts or omissions of Participant, Provider, Owner and/or others; exposure to variant terrains and/or weather conditions; Participant’s own physical and mental condition; overexertion; hyperextension; dehydration; hypoxia; exhaustion; defective or faulty facilities, equipment or vehicles; and/or collisions or contact with other persons, bicycles, vehicles, objects, trees, plants, rocks, structures, wildlife and/or trail or road signage, markers or barriers; first-aid, emergency treatment or other services rendered to Participant or others; all of which are Risks which may cause harm to Participant.

Publication Waiver: I hereby give full right and permission to the Provider and/or Owner for the use and reproduction of my name, image and/or likeness, including any and all photographs, video, audio and/or other recording formats, and/or testimonials or other statements recorded or unrecorded taken of or from me for promotional, educational, trade, or any other lawful purpose, in any medium now known or hereafter to be developed (collectively, the “Publication”). I hereby waive any right I may have to inspect and approve the Publication that may be used in connection therewith, or the use to which it may be applied.

I give permission to have my photo or image taken in accordance with this Publication Waiver. Initial here: _____

Waiver and Release: I hereby agree on behalf of myself, and for my respective heirs, executors, administrators, assigns, and anyone asserting claims by or through me, that I voluntarily and knowingly release, waive liability, discharge, hold harmless and relinquish any and all claims, actions and lawsuits of any kind against the Provider and Owner related to or arising from any and all liability for any injury, damage, loss, and/or expense arising out of my participation in the Activity, including the use of the Publication (if permission is given above), and all related activities, whether or not caused, in whole or in part, by the negligence of the Provider and/or Owner or otherwise.

Kuahiwi a Kai – Lānaʻi Community Stewardship Program

I, the undersigned, have requested permission to enter property owned by the Owner located on the Island of Lānaʻi for the purpose of Game Mammal Hunting in the Lānaʻi Culture & Heritage Center’s “Lānaʻi Community Stewardship Program” (the “Activity”). I understand that my entry onto the Owner’s property can be dangerous by reason of, among other things, conditions of or on the property (natural and man-made) and the activities taking place on or in the vicinity of the property. I acknowledge that I understand and agree to abide by all program rules and regulations. I understand that I may be approached in the field by Lānaʻi Stewardship Managers or employees of the Owner and that I must comply with their requests for information. Furthermore, I acknowledge, pursuant to Hawaii law, including, but not limited to, Hawaii Revised Statutes 183D-26(a), that the Owner is granting me permission to hunt on the Owner’s properties, only as an individual, and not as a guide or as a participant of a private guided hunt. I understand that if I violate or exceed the permission granted to me by the Owner, I may be subject to criminal prosecution and administrative penalties, as well as denial of future hunting privileges on the Owner’s properties.



By signing below, I hereby acknowledge that there are special risks and dangers relating to the Activity and entering onto the Owner's property for the purpose of engaging in the Activity, and that these risks can result in accidents causing personal or bodily injury, death, or damage to or loss of personal property. Being fully aware of these risks and facts , (i) I certify that I am fully capable of participating in the Activity, am trained in the proper and safe use of firearms, and do not have a physical or medical condition which would endanger myself or others as a result of my participation in the Activity; (ii) I hereby voluntarily agree to assume all such risks and be responsible for any bodily harm, injury (including death) or loss (including loss of personal property) to myself, resulting from my participation in the Activity or entry on to the Property; and (iii) I hereby release and will indemnify, defend and hold harmless the Provider and the Owner and its employees, agents, contractors and subcontractors from and against any and all claims for injury (including death), damage or loss of any nature whatsoever arising or resulting from my entry onto the Property and my participation by me in the Activity.

BY SIGNING, I ACKNOWLEDGE AND CERTIFY THAT I HAVE FULLY READ, UNDERSTAND, AND AGREE TO ALL OF THE TERMS OF THIS WAIVER OF LIABILITY AND PUBLICATION RELEASE FORM.

Print Participant's Name (Adult or Minor)

Signature

Date

Address

Telephone No.

Parent/Guardian Waiver for Minors: If the above-named Participant is a minor under eighteen (18) years of age, a parent or legal guardian of the minor must sign below. I hereby represent that I am the parent or legal guardian of the above-named minor, and in such capacity, I do hereby consent and grant my permission to all of the foregoing on behalf of said minor.

Print Name (Parent or Guardian)

Signature

Date

Address

Telephone No.