



KAKO'O 'ŌIWI

LIABILITY WAIVER

Kāko'o 'Ōiwi
46-005 Kawa St. #104
Kāne'ohe, HI. 96744

PLEASE READ BEFORE SIGNING

The undersigned acknowledges that some of the activities at the Hoi/He'eia Wetlands area at Kāko'o 'Ōiwi may include inherent dangers and risks and understand that Kāko'o 'Ōiwi, the Ko'olaupoko Hawaiian Civic Club, and Hawaii Community Development Authority (HCDA): (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 at Kāko'o 'Ōiwi, the undersigned hereby irrevocably and forever releases and discharges Kāko'o 'Ōiwi Board of Directors and Staff Members, the Ko'olaupoko Hawaiian Civic Club and HCDA, its trustees, employees, agents and representatives, all owners of lands that the undersigned may cross to get to Kāko'o 'Ōiwi, 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 _____ (dates).

The visit to Kāko'o 'Ōiwi and/or some or all of the activities that the undersigned may participate in at Kāko'o 'Ōiwi may be covered by the Hawai'i Recreational Statute (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 at Kāko'o 'Ōiwi.

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.

Participant Print Name & Signature

Date

Native Hawaiian?

Parent/Guardian Print Name & Signature

Date

Native Hawaiian?

(If participant is a minor)

Kāko'o 'Ōiwi has my permission to use my or my child's photograph or video publically 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.

Signature

Date
