



Volunteer Assumption of Risk and Release of Liability Agreement

Department of Parks and Recreation

City and County of Honolulu

E alu pū kākou!

Date: _____

Location: Pūpūkea Beach Park - 59-727 Kamehameha Hwy, Haleiwa, HI 96712

Event Organizer: Mālama Pūpūkea-Waimea

Volunteer Agreement #: 092423

Permit #: _____

In consideration of being permitted to participate in the volunteer event stated above, I hereby acknowledge and agree as follows:

1. I represent that I am physically fit and that I do not have a medical condition that would restrict me from participating in the volunteer event.
2. I understand and acknowledge that there are certain risks and hazards inherent in participating in a volunteer event, which could result in personal injury, illness, death or damage to myself. These risks and hazards may include, but are not limited to, slips, trips, and falls; potential sprains, muscle damage or broken bones in providing the volunteer services or resulting from existing ground conditions; injuries such as cuts, bruises, punctures and infection from debris, glass, nails, needles, and other sharp objects; stings or bites from vegetation or insects; and sunburn.
3. I acknowledge that I have been apprised of the hazards and potential risks of injury or harm to me and other that may be encountered when participating in the volunteer event. I know, understand, and appreciate the risks involved in participating in the volunteer event and I accept those risks as I voluntarily participate in the volunteer event. I further acknowledge that some of the hazards that may be encountered include, but are not limited to, the following:
 - Broken glass, nails, splinters, and other sharp objects
 - Medical waste, human waste (hypodermic needles, pill containers, etc.)



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- Abandoned automobiles
- Automotive parts (batteries, tires, etc.)
- Liquid contaminants (barrels, miscellaneous containers)
- Construction materials
- Discarded Household items (furniture, refrigerators, appliances)
- Dead animals
- People who are unlawfully using the designated area and their personal property including but is not limited to bedding, household items, and waste.
- Unmaintained land, unstable, steep or slippery terrain or surfaces
- Hidden roots, dense, tangled vegetation and thorny plants
- Holes in the ground, broken sprinklers or irrigation lines, broken pipes

4. I understand that wearing appropriate clothing, footwear and eye protection is essential to my safety and that I must follow all of the instructions given to me by the project organizer to minimize my risk of injury. I acknowledge that the protective and safety gear is designed to reduce the risk of injury, but will not prevent all injuries.

5. I, for myself, my successors and assigns, do hereby agree to fully and completely release, discharge, and defend the City and County of Honolulu, its agencies, officers, directors, employees, personnel, contractors, agents, successors, or assigns from and against any and all claims, demands, injuries, actions, lawsuits, proceedings, loss, damage, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs), which are, were or could have been, or may be brought arising out of my participation in the volunteer event and other volunteer events along, in or near the designated area(s). I further agree to hold harmless the City, fully and completely, from liability for any damages or injuries resulting from any acts or failure to act on my part during my participation in said volunteer event and other volunteer events along, in, or near the designated area(s).

6. I hereby grant permission to the City and County of Honolulu to use photographs or videos of myself (or the listed participating minor) taken during the volunteer event on its website and in other publications, at the City's sole discretion and without further consideration.

7. If any portion of this Agreement is held to be invalid by a court of law, then it is agreed and intended that all the remainder shall, notwithstanding, continue in full force and effect.