

Mālama Pūpūkea-Waimea
Participant Agreement & Liability Waiver
Consent, Release, and Acknowledgment of Risk;
Hold Harmless, Defend, and Indemnification (2025)

- Activities:** For programs including but not limited to Mālama Pūpūkea-Waimea's Makai Watch, Ocean Education Ambassador, Ka Papa Kai, Biological and Human Use Monitoring, Native Hawaiian Plant Coastal Restoration, and other outreach, educational, and stewardship programs, and activities including but not limited to: walking along the shoreline, beach, parking lots, and high-traffic areas, staffing the outreach tent, interacting with the public, observing and recording data about park and marine life conservation district use, snorkeling and swimming for fish counts and other biological monitoring related activities, water quality sampling, set-up and break-down of tent and supplies, weeding/planting and use of various hand tools, reporting of illegal activities.
- Location:** Pūpūkea Marine Life Conservation District, Pūpūkea Beach Park, Waimea Beach Park and Bay, Kamehameha Highway in the Pūpūkea-Waimea area.

In consideration of the services of Mālama Pūpūkea-Waimea and its related entities, agents, directors, advisors, officers, employees, representatives, volunteers, and all other persons acting on their behalf (collectively "MPW"), I agree and consent to release, waive, relinquish, and forever discharge MPW and its representatives on behalf of myself, my children, my parents, my heirs, assigns, personal representative, and estate from any and all claims, any and all causes of action that I (we) have or may have, whether past, present, or future, whether known or unknown, whether anticipated or unanticipated as follows:

1. I understand that Activities on, under, and/or around the shoreline and ocean are inherently dangerous.
2. I understand that Activities that involve high-traffic areas are also inherently dangerous.
3. I understand that the Activities listed above involve unknown and unanticipated risks and dangers that could result in physical and/or emotional injury, paralysis, death, or damage to myself, to property, or to other people. I understand that the risks could include but are not limited to slips, falls, assault, drowning, animal attacks, sunburn, dehydration, or other accidents. These risks cannot be eliminated without jeopardizing the essential qualities of these Activities.
4. I expressly agree to accept and assume all the risks in the Activities, which could include any and all risk of personal injury, death, and/or property damage. My participation in this Activity is purely voluntary. I voluntarily elect to participate in the Activities despite the risks and dangers.
5. I voluntarily release, forever discharge, and agree to hold harmless and indemnify MPW and all other persons or entities acting in any capacity on their behalf from any and all claims, demands, or causes of action that are in any way connected with my participation in this Activity or my use of equipment or facilities, including without limitation any claims alleging negligent acts or omissions of MPW or its agents or representatives.

**Mālama Pūpūkea-Waimea
Participant Agreement & Liability Waiver**

6. Should MPW or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to release, hold harmless, and indemnify MPW for all such fees and costs.

7. I certify that I have adequate medical and other insurance to cover any injury or damage I may cause or suffer while participating in any Activity. Alternatively, I agree to bear the full costs of such injury and damage myself.

8. I certify that I have no medical or physical conditions that could interfere with my safety or the safety of others in this Activity, or else I am willing to assume, and bear the costs of, all risks that may be created, directly or indirectly, by any such condition.

9. While I am participating or volunteering in MPW Activities, I agree to follow the instructions and directions of MPW personnel (staff, board, and/or contractors) at all times, including instructions about current COVID-19 safety protocols.

10. If I should ever file a lawsuit against MPW, its representatives or agents, I agree to do so only in the State of Hawaii. I agree that the substantive law of Hawaii shall apply regardless of any conflict of law or rules that might provide otherwise. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I have had the opportunity to read this entire document. I have read and understood it. I agree to be bound by its terms.

PHOTO RELEASE

I understand photos taken of me during group work activities may be used on MPW's social media pages, website, grant reports, local news, and other relative publications.

I understand names will not be used in photos.

If under 18, parent or guardian must sign release.