

WAIVER AND RELEASE

Waikamoi Preserve, Maui

I recognize and appreciate that there are inherent risks of personal injury during my trip to the preserve and agree that I am participating of my own volition. I understand that I may encounter certain dangers, including but not limited to hiking on terrain that may be steep and slippery, or where solid footing is obscured by vegetation, or on the boardwalk, all of which are subject to the elements and weathering, and therefore, may be slippery and/or damaged. I acknowledge that The Nature Conservancy, the Haleakalā Ranch Company and East Maui Irrigation Company, Limited make no warranty or representation, expressed or implied, regarding the conditions that may be encountered during any such trip.

I am hereby advised that shoes with good traction and a heel are recommended for the area to minimize the chance of slipping on the road, trail, boardwalk, or streambed.

I acknowledge that I am not participating in a commercial tour group and that no access fees were paid or applied to participate in this hike. I understand that The Nature Conservancy reserves the right to refuse access at any time if a paid commercial tour is discovered. All commercial photography is subject to preapproval by TNC.

I have read and agree to follow all the preserve rules (listed on the other side of this sheet). I agree to indemnify and hold harmless The Nature Conservancy, the Haleakalā Ranch Company and East Maui Irrigation Company, Limited, their agents, employees, officers, trustees, and directors against any and all claims, causes of action or liabilities which I or any person may have, including a minor, for any injury to the minor (including, without limiting the generality of the foregoing, attorney's fees) for damages, expenses, injury, death, damage or destruction to property, or other losses, which may arise from negligence, of any person including myself.

If I am signing on behalf of a minor, I further agree to indemnify and hold harmless The Nature Conservancy, the Haleakalā Ranch Company and East Maui Irrigation Company, Limited, their agents, employees, officers and directors against any and all claims, causes of action or liabilities which I or any other person may have, including the minor, for any injury to the minor (including, without limiting the generality of the foregoing, attorney's fees) for damages, expenses, injury, death, damage or destruction to property, or other losses, which may arise from negligence, including gross negligence, of any person including the minor and myself, and, further, I agree that I will be responsible either for personally supervising the minor and myself, or for making arrangements for the supervision of the minor by another responsible adult.

This agreement is freely and voluntarily executed.

Please print your name, address, and phone number below:

Name: _____ Phone: _____

Address: _____

Trip date: _____ (Permission is granted only for the date(s) shown)

Emergency Contact;

Name: _____ Phone: _____

Sign: _____ Dated: _____

(if under 18 year old, parent or guardian must sign)

Signed Approval: _____ (TNC Staff member)

RULES FOR USE OF WAIKAMOI PRESERVE, MAUI

- 1) All individuals must sign the waiver and release form on the other side of this sheet.
- 2) The Nature Conservancy of Hawai'i reserves the right to limit the number of trips to its preserves or cancel trips at any time. No camping is permitted on the Preserve.
- 3) Absolutely no littering is allowed.
- 4) It is prohibited to cut, remove or damage any plant; collect souvenirs or specimens; disturb Hawaiian archaeological sites; collect, trap, kill or otherwise molest any animal or bird life on the Preserve, except as such activities are related to scientific, educational, or cultural activities with prior written approval of The Nature Conservancy.
- 5) Open fires are absolutely prohibited on the Preserve. No smoking is allowed on the Preserve, to prevent wildfires from occurring.
- 6) No plants, birds or animals of any kind may be brought to the preserve.
- 7) All participants must thoroughly clean hiking boots, clothing, backpacks and other gear before entering the Preserve, to avoid accidental introduction of aggressive weed species.
- 8) All groups must stay within pre-designated trails, roadways and camps to reduce trampling of native vegetation, and to ensure visitor safety.
- 9) No article, paper, photograph or other matter regarding the Preserve may be published without prior written consent of the Conservancy.
- 10) There may be special rules that apply at the particular time of use of the Preserve that all individuals must follow.