Volunteer Waiver and Release Agreement

PARTICIPANT CONTACT INFORMATION

Participant Name (please print) Age

Residence Address (street) City State ZIP/Postal Code

Primary Telephone Contact E-mail (optional)

INSURANCE INFORMATION

Hui O Ka Wai Ola requires volunteers to have medical insurance. Do you have medical insurance? Yes ☐ No ☐ Initial: _____

EMERGENCY CONTACT

Emergency Contact Name Relationship

Home Phone Number Cell Phone Number Work Phone Number

IF YOU ARE UNDER EIGHTEEN (18) YEARS OF AGE, PLEASE HAVE YOUR PARENT OR LEGAL GUARDIAN READ THIS VOLUNTEER WAIVER AND RELEASE AGREEMENT AND SIGN THE PARENT/GUARDIAN RELEASE AT THE END OF THIS DOCUMENT.

Hui O Ka Wai Ola is a partnership between The Nature Conservancy, Maui Nui Marine Resource Council, West Maui Ridge to Reef Initiative, and University of Hawai‘i Maui College, together known as the “Hui”. The Hui organizes water quality monitoring volunteer projects throughout the year referred to as the “Volunteer Project”. In connection with your volunteer participation, this Volunteer Waiver and Release Agreement sets forth the applicable rules, regulations and terms of your participation.

1. **VOLUNTARY PARTICIPATION.** You understand that you are voluntarily participating in the activities described herein, involving a variety of activities including but not limited to collecting water samples from the ocean; operating probes and field gear; driving and walking to various sample and lab sites; recording data and other duties as assigned. You agree that you are not an agent or employee of the Hui for any purpose and are not entitled to receive compensation or any other employment-related benefits of any kind from the Hui. During the entire term of your volunteer participation, you shall be solely responsible for your own medical, disability, hazard and liability insurance coverage.

2. **SUPERVISION.** At all times, you will be asked to perform the activities and duties assigned to you under the supervision of a designated supervisor. It is important, for your safety and the safety of others, that you pay close attention at all times to the directions given to you. If you are unable to do so, the designated supervisor may ask you to leave the Project.

3. **COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS.** You agree that during your participation in the Volunteer Project you will comply with all applicable federal, state and county government laws and any applicable policies, rules and all safety and/or other regulations of the Hui.

4. **USE OF THE HUI’S TOOLS AND EQUIPMENT.** During your participation in the Volunteer Project, you may have access to and use of Partner-owned tools and equipment. You understand that any such Partner-owned tools and equipment are to be used solely for activities directly related to the Volunteer Project. You agree that you have been properly instructed in and understand the proper use or operation and associated risk of any equipment or tools and will operate such tools properly. If you are not comfortable that you can use such tools and equipment safely, you may decline to use them and must notify the Hui.

5. **CONFIDENTIALITY AGREEMENT.** During the course of your participation in the Volunteer Project, you may have access to materials, data, strategies, trade secrets, proprietary information, systems or other information relating to the Hui and its programs which are intended for internal use only. You hereby agree that any such information acquired by you shall not be used, published or divulged to any person, firm or corporation or in any advertising or promotion regarding you or your services, or in any manner or connection whatsoever without first having obtained the written permission of the Hui, which permission the Hui may withhold in its sole discretion. The provisions and requirements of this Section shall survive the duration of the Volunteer Project and shall remain in effect for one (1) year after your participation ends.

6. **PHOTO RELEASE.** You understand that during your participation in the Volunteer Project you may be photographed as part of the Hui's effort to document their programs to highlight worthwhile projects to protect the Hawaiian landscape. By signing this Volunteer Waiver and Release Agreement you agree to give the Hui permission to use your likeness in various media including but not limited to newsletters, reports, and media releases. Use shall be for non-profit, conservation purposes, including education and community outreach. You hereby waive any rights to inspect or approve the finished image.

7. **HAZARDS AND RISKS.** You understand that there is an inherent risk of personal injury and even death associated with your participation in the Volunteer Project. You understand that emergency medical care and evacuation may not be readily available. You recognize that you may encounter certain dangers, including, but not limited to: riding in vehicles over unimproved and uneven roads; walking on pathways that may be wet, slippery, and steep; walking in areas where solid footing may be obscured by vegetation or water; and extreme weather. You recognize that water shoes with good traction are recommended for in-water sampling to minimize the chance of slipping or injury caused by work tools you may be using. You also understand that there are not always bathroom facilities, potable water, or telephones.

   You acknowledge and understand that a significant portion of the activities described herein will take place in or near open ocean marine and/or coastal area environments and during your participation in said activities and travel to and from activity sites, you may encounter certain dangers, including, but not limited to, rough water conditions and/or other water hazards; drowning; injuries inflicted by marine and/or terrestrial animals, insects or plants; natural and/or man-made objects in the ocean, including, but not limited to, corals, rocks, on-shore plant or other debris; risk of slips or falls; extreme climate or weather conditions or other forces of nature including, but not limited to, ocean currents, and temperature changes. **If you are entering the ocean to conduct work, you affirm that you are able to swim in open ocean water conditions**. You acknowledge that the Hui has made no promises to you about the conditions that you may encounter during your participation in the activities described herein on this and other subsequent trips, and cannot guarantee or be responsible for your safety.

   You agree that you are in good health and are not aware of any physical or medical conditions that might endanger yourself or other participants. You will take appropriate steps to ensure your personal health during participation in the activities described herein, including obtaining adequate rest, food, water, and carrying any prescribed medication that you may be taking. You acknowledge that the Hui makes no warranty or representation, expressed or implied, regarding the conditions that may be encountered during your participation in the Volunteer Project.

8. **ASSUMPTION OF RISKS/AGREEMENT TO RELEASE.** You agree that you are participating in the Volunteer Project and related activities entirely at your own risk and that to the greatest extent allowed by law, you will not hold anyone liable or responsible for any injury to yourself (including death), or for any damage to any of your property. You agree to release from liability the Hui and the employees, agents, contractors, directors, and affiliates or related subsidiary or parent companies of each ("Released Party") in connection with any and all costs, damages, losses, claims, causes of action, and liabilities (herein "Losses") which you may suffer in connection with your participation in the activities described herein, including any travel before, during, or after the activities.This assumption of risk and release, to the greatest extent allowed by law, expressly includes all Losses that are caused by the active or passive negligence of the Hui and/or any Released Party, but excludes Losses to the extent caused by the gross negligence or more culpable conduct of the Hui and/or any Released Party. You understand that by making this assumption of risk and release you are giving up certain legal rights. Specifically, you understand and agree that, to the greatest extent allowed by applicable law, you are releasing the Hui, their predecessors, successors, assigns, affiliates, subsidiaries and parent companies of each Released Party from the consequences of its negligence, even if that negligence causes personal injury, death or property damage.

9. You understand that this is a legal document and you are entering into a legally enforceable agreement with the Hui which is binding on you, your heirs and assigns and on those who may claim by or through you. By signing this document, you acknowledge and agree that you have consulted with legal counsel or have had the opportunity to do so. You understand that your participation in the activities described herein depends on your entering into this Volunteer Waiver and Release Agreement and that if you do not want to sign this Volunteer Waiver and Release Agreement you may refuse to do so and you will not be obligated to participate in the Volunteer Project or related activities.

This Volunteer Liability Waiver and Release Agreement is freely and voluntarily executed and valid for one (1) year from date below.

Signature: _____ Date: _____

Parent/Guardian Release

(for participants under eighteen (18) years of age)

I certify that I am the parent or legal guardian of the above named volunteer participant and that I have read the foregoing Volunteer Waiver and Release Agreement and hereby execute this Volunteer Waiver and Release Agreement on behalf of the above-named minor and on my own behalf. I hereby relinquish any claim that I might have against the Hui, their employees, agents, contractors, directors and the predecessors, successors, assigns, affiliates, subsidiaries and parents of each, both in my own behalf and in my capacity as legal representative of the minor.

PARTICIPANT PARENT/GUARDIAN CONTACT INFORMATION

Parent/Guardian Name (Please Print)	Parent/Guardian Signature		Date
Residence Address (street)	City	State	ZIP/Postal Code
Primary Telephone Contact		E-mail (optional)	