HAWAIIAN ISLANDS LAND TRUST

Acknowledgment of Outing Member Responsibility, Express Assumption of Risk and Release of Liability

I represent that I am in good physical health and capable of participating in the Environmental Volunteer Day ("Volunteer Day") that I have chosen to attend hosted by the Hawaiian Islands Land Trust (HILT). I understand that during my participation in the Volunteer Day, I may be exposed to a variety of hazards and risks, foreseen or unforeseen, which are inherent in each Volunteer Day and cannot be eliminated without changing the unique character of the Volunteer Day. These inherent risks include, but are not limited to, the dangers of serious personal injury, property damage, and death ("Injuries and Damages") from exposure to the hazards of outdoor activities and travel to and from the Volunteer Day site. Hawaiian Islands Land Trust has not tried to contradict or minimize my understanding of these risks. I know that Injuries and Damages can occur by natural causes or activities of other persons, animals, trip members, trip leaders and assistants or third parties, either as a result of negligence or because of other reasons. I understand that risks of such Injuries and Damages are involved in environmental clean ups, such as the Volunteer Day, and I appreciate that I may have to exercise extra care for myself and for others around me in the face of such hazards. I further understand that on this Volunteer Day there may not be rescue or medical facilities or expertise necessary to deal with the Injuries and Damages to which I may be exposed. I acknowledge that the enjoyment and excitement of Volunteer Days is derived in part from the inherent risks in outdoor activity and these risks contribute to the enjoyment and are a reason for my participation. The Hawaiian Islands Land Trust, its organizer, participating landowners assistant organizers and volunteer participants take no responsibility for me and will not be held responsible for any injuries or accidents that may occur during the Volunteer Day.

In consideration for my acceptance as a participant of these Volunteer Days, and the services and amenities to be provided by HILT in connection with these Volunteer Days, I confirm my understanding that:

- **I have read any rules and condition applicable to the Volunteer Day made available to me; I acknowledge my participation is at the discretion of HILT.**

- **The Volunteer Day does not include carpooling, transportation, or transit to and from the site, and I am personally responsible for all risks associated with this travel.**

- **If I decide to leave early and not to complete the Volunteer Day as planned, I assume all risks inherent in my decision to leave and waive all liability against HILT arising from the decision. Likewise, if a leader has concluded the Volunteer Day, and I decide to continue working without the leader, I assume all risks inherent in my decision to go forward and waive all liability against HILT arising from that decision.**

- **I understand that HILT reserves the right to exclude from the Volunteer Day any person he judges to be incapable of meeting the rigors of participating in the activities or who refuses or is unwilling to follow the directives of the Volunteer Day leaders.**

- **This Agreement is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.**

- **To the fullest extent allowed by law, I agree to WAIVE, DISCHARGE CLAIMS, AND RELEASE FROM LIABILITY HILT, its agents, assistants, other leaders and any participating landowners from any and all liability on account of, or in any way resulting from Injuries and Damages, even if caused by negligence of HILT its agents, assistants, other leaders, and any participating landowners in any way connected with this Volunteer Day. I further agree to HOLD HARMLESS HILT, his agents, assistants, other leaders and any participating landowners from any claims, damages, injuries or losses caused by my own negligence while a participant on the hike. I understand and intend that this assumption of risk and release is binding upon my heirs, executors, administrators and assigns, and includes any minors accompanying me on the Volunteer Day.**

I have read this document in its entirety and I freely and voluntarily assume all risks of such Injuries and Damages and notwithstanding such risks, I agree to participate in the Volunteer Day.

Date	Printed Name	Signature