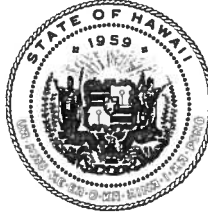


NEIL ABERCROMBIE  
GOVERNOR OF HAWAII



STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES

POST OFFICE BOX 621  
HONOLULU, HAWAII 96809

WILLIAM J. AILA, JR.  
CHAIRPERSON  
BOARD OF LAND AND NATURAL RESOURCES  
COMMISSION ON WATER RESOURCE MANAGEMENT

ESTHER KIA'AINA  
FIRST DEPUTY

WILLIAM M. TAM  
DEPUTY DIRECTOR - WATER

AQUATIC RESOURCES  
BOATING AND OCEAN RECREATION  
BUREAU OF CONVEYANCES  
COMMISSION ON WATER RESOURCE MANAGEMENT  
CONSERVATION AND COASTAL LANDS  
CONSERVATION AND RESOURCES ENFORCEMENT  
ENGINEERING  
FORESTRY AND WILDLIFE  
HISTORIC PRESERVATION  
KAIKOOLAWE ISLAND RESERVE COMMISSION  
LAND  
STATE PARKS

**AGREEMENT FOR INDIVIDUAL VOLUNTARY SERVICES  
RELEASE OF LIABILITY, WAIVER, AND INDEMNIFICATION**

NAME \_\_\_\_\_ PHONE \_\_\_\_\_

ADDRESS \_\_\_\_\_

DURATION OF AGREEMENT: START: \_\_\_\_\_ END: \_\_\_\_\_

I acknowledge and agree that I will not receive any compensation for the above work and that volunteers are NOT considered to be employees of the State of Hawaii for any purpose other than tort claims, and I acknowledge and agree that volunteer service is not credible for leave accrual or any other employee benefits. I also acknowledge and agree that either the State of Hawaii or I may cancel this agreement at any time by notifying the other party in writing. I acknowledge and agree that there are inherent risks and dangers associated with this activity, including the risks of serious injury and death; additional risks associated with this activity include but are not limited to those risks listed below.

I acknowledge and agree that I will be assisting the **State of Hawai'i Department and Natural Resources** in taking care of Hawai'i natural and cultural resources. I will be solely responsible for my equipment and supplies. I will be solely responsible for all aspects of the actual work project and the safe use and proper care of office tools and equipment including, but not limited to: computers, printers, scanners, copy machines, paper shredders, etc. I represent and warrant that all such tools and equipment are maintained in good working order and condition, and all such equipment will be used in accordance with all applicable laws, rules and industry standards.

I represent and warrant that I am in good physical shape and will be self-sufficient while at the work project site. I do not have any medical condition, psychological or physical condition that would increase the risk of harm to myself or others while engaging in the activities described in this document, and agree to immediately notify the State should there be a change in my condition. I acknowledge and agree that I should wear footwear with good traction and have clothing suitable for work in both rainy, wet, hot and dry conditions when working in the field.

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I acknowledge and agree that the duration of the project may be less than eight hours in length; however, in the event of inclement weather, the work may either be shortened or extended at the discretion of the State. These and other activities will be taking place in potentially remote areas. I am aware that there are inherent risks and dangers associated with fieldwork. They include but are not limited to:

- \*heavy rains; gusty winds;
- \*sharp and slippery rocks; stinging or biting insects and spider;
- \*portable or bathroom facilities; steep drop-offs;
- \*no potable drinking water; rugged terrain;
- \*sharp tools and equipment; lack of medical facilities;
- \*wild animals; rough surf and seas; use of hand or power tools;
- \*paint, fuel, and oil fumes; thorny plants/potential dense vegetation;
- \*lack of communication; no telephones;
- \*work on or near water; wet and slippery roads;
- \*herbicides; work in hunting areas;
- \*steep and slippery trail and river crossings; flash floods; use of boats;
- \*extreme weather conditions ranging from hot and humid to wet and cold;
- \*diseases caused by water, air or animal vectors;
- \*distant from medical facilities in case of emergencies;
- \*need for caution while working in reservoir, stream, and ocean areas

I agree to indemnify, and hold harmless the State and its officers, agents, employees, and volunteers from and against any claim or demand for loss, liability, or damage, including claims for bodily injury, wrongful death, or property damage arising out of, resulting from, or in any way related to my participation as a volunteer.

In consideration for being allowed to participate as a volunteer, I hereby waive any and all claims for damages and injuries against the State, and its officers, agents, employees, and volunteers, rising out of and resulting from, or in any way related to my participation as a volunteer. Accordingly, I hereby release the State, and its officers, agents, employees and volunteers from any claims that are brought on by me, my heirs, or any other representatives on my behalf.

I represent and warrant that if I operate a vessel as part of my volunteer services, that the vessel is in good and safe operating condition, and will be operated in accordance will all applicable laws, rules, and regulations, including but not limited to the maintenance on board of appropriate safety equipment.

The undersigned volunteer has read this entire document and understands that valuable rights, including the right to sue, are being given up in exchange for the voluntary participation in voluntary activities. The volunteer, and any minor(s), if applicable, and their heirs and representatives of the foregoing voluntarily agree to all terms of this document. I understand that I am also signing on behalf of any minor that is under my care during the duration of the volunteer activity. I further agree that I will be responsible either for personally supervising the minor or for making arrangements for the supervision of the minor by another responsible adult.

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I hereby volunteer my services as described above, to assist the *State of Hawai'i Department of Land and Natural Resources, Division of Aquatic Resources* in its authorized work.

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**Signature of volunteer** (or minor's guardian)

Date

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**Print name of volunteer** (or minor's name and guardian's name)

Based upon the above agreement and understanding, the State of Hawaii agrees, while this agreement is in effect, to accept your services as a volunteer.

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**Frazer McGilvray, Administrator**  
Division of Aquatic Resources

Date

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**William J. Aila, Jr., Chairperson**  
Board of Land and Natural Resources

Date