STATE OF HAWAII DEPARTMENT OF LAND AND NATURAL RESOURCES

AGREEMENT FOR INDIVIDUAL VOLUNTARY SERVICE FOR CONSERVATION PROJECTS

Name: ______ Phone: ______

Address: _____

DURATION OF AGREEMENT: START: ______ END: _____

I have requested the State of Hawaii (State) Department of Land and Natural Resources (DLNR) to allow me and any indicated accompanying minor to engage in field activities involving conservation service projects for the above-indicated period of time. Volunteer participants under this agreement are not employees of the State but agree to follow all directions of DLNR employees responsible for the project. Participants agree to hold information obtained while participating in these activities, including but not limited to such information as locations and care of protected species or sensitive cultural resources, as confidential, unless specifically allowed by DLNR. I (and any accompanying minor) shall conduct myself with dignity, and agree to be punctual, conscientious, and considerate while engaged in these field activities.

I understand that I will be assisting the State DLNR in taking care of Hawaii's natural and cultural resources. I will be responsible for the equipment and supplies that I use. I understand that a DLNR employee will be available to assist with logistics and communications. I will be responsible for all aspects for the actual work project, and the safe use of and proper care of hand tools including, but not limited to: machetes, saws, hand saws, hazel hoes, Pulaski axes, McLeod tools, pry bars, sledge hammers, bow saws; and any power tools including but not limited to: brush cutters, etc. I acknowledge that the use of such tools, and any herbicides, pesticides, and fungicides, include possible serious bodily injury, death, or poisoning, so I agree not to use them until I have received instruction about their proper usage from DLNR.

I (and any accompanying minor) am in good physical condition and will be self-sufficient while going to and while at the work project site. I have informed the State of any physical, mental, and/or medical conditions that I or any accompanying minor have that may increase the risk of harm to me or others while engaging in the activities described in this document. Neither I nor any accompanying minor have a disability that requires a prohibitive restriction on my/our participation.

I understand that I should wear appropriate footwear, and where necessary, protective clothing, eyewear, or headgear when working in the field. I understand the duration of the project may be less than eight hours in length; however, in the event of inclement weather, the workday may be either shortened or extended at the discretion of the State. I further understand that work projects may occur in remote areas as well as on public or private lands where hunting activities occur and that I may not leave the trail work area without first notifying the State.

I agree that my safety or any accompanying minor's safety is at moderate to high risk and that I accept responsibility for it. There are inherent risks and dangers associated with field work which include but are not limited to:

| Nighttime work | Harsh weather conditions ranging from hot and |
|---|--|
| Passenger in Utility-Terrain Vehicles (UTV) | humid to wet and cold |
| Work around or near mechanical equipment | Diseases borne by water, air, or animal vectors |
| Passenger in helicopter, and/or working around helicopter | Paint, fuel, oil, and chemical fumes |
| Gusty winds | Thorny plants/dense or tangled vegetation |
| Sharp and/or slippery rocks | Poisonous plants |
| Stinging or biting insects and spiders | Slips, trips, and falls |
| Portable or no bathroom facilities | Lack of reliable communication or telephone service |
| Steep drop-offs and landslides | Flash floods, drowning, injury or death |
| No potable (drinkable) water | Wet or slippery roads |
| Rugged terrain | Work on, in, or near water |
| Sharp tools | Herbicides/pesticides/fungicides |
| Lack of nearby medical facilities | Work in a hunting area which may include weapons fire/gunshots |
| Wild animals | Steep, slippery, or muddy trails; river crossings |

I am aware that there is a RISK OF SERIOUS BODILY HARM OR DEATH and voluntarily ASSUME THAT RISK OF INJURY OR LOSS created by the above-described conditions, hazards, and dangers, on behalf of myself and any accompanying minor.

In consideration for allowing me or my accompanying minor to engage in the above-described activity or activities which I have requested, I, on behalf of our heirs, beneficiaries, executors, and administrators REMISE, RELEASE, AND FOREVER DISCHARGE the State of Hawaii, and agree to waive any and all claims against the State of Hawaii and its officers, agents, employees, or volunteers for any injury, property damage, and/or death caused by any negligence on the part of the State of Hawaii, its officers, agents, employees, and other volunteers. I am authorized to waive and do so waive any and all such claims on behalf of my accompanying minor. I FURTHER AGREE TO HOLD HARMLESS AND INDEMNIFY the State of Hawaii, its officers, agents, employees for death or injury, including any physical or emotional harm, or damage to or destruction of my or an accompanying minor's property resulting from the conditions, hazards, and dangers listed above, or that I may sustain by my participation in the duties as a volunteer and thereafter. I further agree to waive any suits, actions, and claims arising out of or in any way connected with my activities as a volunteer or the activities of the State of Hawaii, its officers, agents, employees or other volunteers.

I understand I am also signing on behalf of any accompanying minor that is under my care during the duration of the volunteer activity. I further agree that I will be responsible for personally supervising any accompanying minor who shall be designated below, or for making arrangements for the supervision of any such minor by another responsible adult who must also sign an agreement for individual voluntary service on behalf of themselves and the minor(s). If signing as a minor's parent or guardian on behalf of a minor participating as a volunteer, please legibly include the name of the minor covered under this agreement.

I fully understand and acknowledge the above, and hereby volunteer my/our services in the above-described activity or activities, to assist the State of Hawaii, Department of Land and Natural Resources in its authorized work.

| Signature of Volunteer (or Minor's guardian) Date | (Printed Name) |
|---|----------------|
| Minor's Name: | Minor's Name: |

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

Mahalo for your support of Hawaii's natural and cultural resources.

Dawn N.S. Chang, Chairperson Board of Land and Natural Resources

To help us organize our files, please add the name of the DLNR point of contact for your volunteer event, if known: