

**STATE OF HAWAII | KA MOKU'ĀINA 'O HAWAI'I
DEPARTMENT OF LAND AND NATURAL RESOURCES
KA 'OIHANA KUMUWAIWAI 'ĀINA**

DIVISION OF FORESTRY AND WILDLIFE
1151 PUNCHBOWL STREET, ROOM 325
HONOLULU, HAWAII 96813

**MINOR FIELD TRIP PARTICIPATION AND PARENT/LEGAL GUARDIAN CONSENT,
RELEASE, AND ASSUMPTION OF RISK AGREEMENT**

(For Unaccompanied Field Trip Participants Under 18 Years of Age)

The Minor Field Trip Participation Agreement (Agreement) is entered into by and between the undersigned parent or legal guardian (Parent/Legal Guardian) on behalf of the Minor Participant identified below, and the State of Hawai'i Department of Land and Natural Resources (DLNR), Division of Forestry and Wildlife (DOFAW). The Agreement governs the minor's participation in field trip and other non-service outdoor activities conducted or supervised by DLNR.

1. Identification of the Minor Participant

Minor Participant Name: _____

Date of Birth: _____

Parent or Legal Guardian Name: _____

Address: _____

Phone: _____ Email: _____

2. Participant Status and Participant Conduct and Responsibilities

The Parent/Guardian acknowledges that the Minor Participant is a voluntary participant and is not an employee of the State of Hawai'i. The Minor Participant will receive no wages, compensation, or employment benefits from the State of Hawai'i. Participation in activities does

not create an employment relationship with the State of Hawai‘i. The Minor Participant acknowledges and agrees to follow all directions and instructions of DLNR employees responsible for supervising the field trip activity.

The Parent/Guardian agrees that the Minor Participant shall be self-sufficient and conduct themselves with dignity and shall be punctual, conscientious, and considerate while engaged in field trip activities. Information obtained while participating in field trip activities, including but not limited to the location, condition, or care of protected species, natural resources, or sensitive cultural resources, shall be treated as confidential and shall not be disclosed without authorization from DLNR.

3. Purpose of Field Trip Activities

The Parent/Guardian understands that the Minor Participant seeks to participate in field trip activities conducted by DLNR in furtherance of its mission to protect and manage Hawai‘i’s natural and cultural resources. Field trip activities are primarily educational in nature but may provide support for DLNR programs involving habitat restoration, invasive species removal, trail maintenance, environmental monitoring, and related conservation work conducted on lands and waters managed by DLNR.

4. Equipment Use and Safety During Field Trips

The Minor Participant agrees to properly use and care for equipment and supplies used during volunteer activities and to follow instructions provided by DLNR personnel regarding their safe use. The Parent/Guardian understands that the Minor Participant is responsible for their personal belongings and that DLNR is not responsible for lost, stolen, or damaged personal property. The Minor Participant agrees to comply with all safety instructions and operational directions provided by DLNR personnel.

5. Physical Condition and Field Safety Requirements

The Parent/Guardian represents that the Minor Participant is in good physical condition and capable of participating in field trip activities. The Parent/Guardian has informed DLNR of any physical, mental, or medical conditions that may increase the risk of harm to the Minor Participant or others while participating in the activities described in this Agreement. The Minor Participant does not have a disability that requires a prohibition of their participation. The Minor Participant agrees to immediately notify DLNR personnel if they become ill, injured, fatigued, or otherwise feel unsafe during the volunteer activities.

The Minor Participant shall wear appropriate footwear and, where necessary, protective clothing, eyewear, or headgear while hiking or visiting field sites.

Field trip activities may occur in remote areas and may take place on public or private lands where hunting activities occur. The Minor Participant agrees not to leave the designated work area without notifying DLNR personnel.

Field trips may vary in duration and may be shortened or extended due to inclement weather conditions or operational needs.

6. Acknowledgment and Assumption of Risk

The Parent/Guardian acknowledge and understand that the Minor Participant's safety is at moderate to high risk and that outdoor conservation activities involve inherent risks that cannot be completely eliminated, even with reasonable safety precautions. These risks may arise from natural environmental conditions, terrain, weather, wildlife, vegetation, equipment, transportation, or other conditions associated with outdoor field trips. The Parent/Guardian acknowledges and understands that these hazards may create a risk of serious bodily injury or death and voluntarily assumes risk of injury or loss on behalf of the Minor Participant as a condition of participation in field trip activities. These risks include, but are not limited to:

- Nighttime work
- Travel as a passenger in motor vehicles, including (e.g., car, truck, van, Utility-Terrain Vehicles, or other transportation)
- Work around or near mechanical equipment
- Helicopter transportation or work around helicopters
- Gusty winds
- Sharp, uneven, unstable, or slippery rocks and terrain
- Stinging or biting insects, spiders, or other animals
- Limited, portable, or unavailable bathroom facilities
- Steep drop-offs, cliffs, landslides, or unstable ground
- Rugged, remote, steep, slippery, or muddy terrain or trails
- Sharp tools and power equipment
- Limited access to medical and emergency services
- Wild animals
- Harsh or rapidly changing weather conditions including hot, humid, wet, cold, windy, or stormy conditions
- Diseases or illnesses borne by water, air, plants, insects or animal vectors
- Paint, fuel, oil, herbicide, pesticide, fungicide, or other chemical exposure or fumes
- Thorny, poisonous, dense, or tangled vegetation
- Slips, trips, falls, downing, or other water-related hazards
- Unreliable or unavailable communication or telephone service
- Flash floods and other flooding hazards
- Wet or slippery roads or surfaces
- Work on, in, or near streams, wetlands, shorelines, coastal areas, or the ocean
- Herbicides, pesticides, fungicides, or other hazardous substances
- Activities occurring in hunting areas where weapons fire may occur
- River or stream crossings
- Unexploded ordinance; and
- Other natural or man-made hazards associated with outdoor volunteer activities

7. Marine Transportation

Transportation to and from volunteer activity sites, including transportation by vessel to offshore islands, islets, or coastal areas, may be provided by DLNR personnel or authorized operators as part of the volunteer activities covered by this Agreement. Access to volunteer sites may also occur by walking through shoreline or low-tide areas, swimming, wading, kayaking, paddleboarding, or other independently arranged means of access. The Parent/Guardian acknowledges that marine, coastal, and offshore access activities may involve additional risks, including but not limited to rough seas, surf, waves, currents, tides, changing weather conditions, vessel movement, boarding or disembarking hazards, slippery or unstable surfaces, capsizing, collision, drowning, injury from reefs, rocks, or marine life, and delayed emergency response due to remote locations. The Parent/Guardian understands and voluntarily assumes all such risks on behalf of the Minor Participant.

8. Release and Waiver of Liability

In consideration for allowing the Minor Participant to participate in the field trip activities described in this Agreement, the Parent/Guardian, on behalf of the Minor Participant and the Parent/Guardian's heirs, beneficiaries, executors, and administrators, and assigns hereby remises, releases, and forever discharges the State of Hawai'i, DLNR, the Board of Land and Natural Resources, and their officers, employees, agents, and volunteers from any and all claims, demands, actions, or causes of action for injury, property, damage, or death arising out of or in any way connected with the Minor Participant's participation in field trip activities. I am authorized to waive and do waive any and all claims on behalf of the Minor Participant.

9. Indemnification

To the fullest extent permitted by law, the Parent/Guardian agrees to indemnify, defend, and hold harmless the State of Hawai'i, the Department of Land and Natural Resources, the Board of Land and Natural Resources, and their officers, employees, agents, volunteers, and contractors from and against any claims, demands, damages, liabilities, costs, or expenses arising out of or related to the acts or omissions of the Minor Participant during participation in field trip activities, including claims arising from the risks and hazards described in this Agreement.

The Parent/Guardian further acknowledges and agrees to waive any suits, actions, or claims arising out of or in any way connected with the Minor Participant's participation in field trip activities or the activities of the State of Hawai'i, its officers, employees, agents, volunteers, or contractors, except to the extent such claims arise from the gross negligence or willful misconduct of the State of Hawai'i or its officers or employees.

10. Medical Authorization

The Parent/Guardian authorizes DLNR personnel to administer first aid, including pain relief and any emergency medications listed above, and to seek and obtain emergency medical care for the Minor Participant if the Minor Participant becomes ill or injured during field trip activities and the Parent/Guardian cannot be reached in a timely manner. The Parent/Guardian acknowledges and agrees to provide current emergency contact information and to notify DLNR of any changes to the Minor Participant's medical condition that may affect participation in field trip activities. This authorization includes permission for DLNR personnel to arrange transportation for the Minor Participant to a medical facility and to consent to emergency

medical treatment deemed necessary by qualified medical professionals. The Parent/Guardian understands that field trip activities may occur in remote locations where immediate access to medical facilities may be limited and that transportation to obtain medical care may require additional time.

The Parent/Guardian agrees to provide DLNR with relevant medical information regarding the Minor Participant, including known medical conditions, allergies, medications, or other health concerns that may affect the Minor Participant's ability to safely participate in field trip activities. The Parent/Guardian acknowledges and agrees that such information is normally private and confidential but authorizes its disclosure to DLNR personnel for the limited purpose of protecting the health and safety of the Minor Participant during field trip activities. This consent will remain in effect unless the Parent/Guardian cancels it in writing.

The Parent/Guardian acknowledges and agrees that the State of Hawai'i does not provide medical or accident insurance coverage for field trip participants and that any medical expenses incurred as a result of injury or illness during field trip activities are the responsibility of the Parent/Guardian or the Minor Participant's health insurance provider. DLNR strongly recommends the participating student has medical/health insurance before participating in the activities covered by this Agreement. All medical and insurance costs for any injury suffered during the activities covered by this Agreement are the sole responsibility of the Parent/Guardian. DLNR is not responsible for these costs.

As a condition of participation, DLNR may require the Parent/Guardian to complete additional forms, including a Minor Medical Information and Emergency Authorization Form, to assist DLNR personnel in responding to potential medical situations during field trip activities.

11. Reservation of State Rights

Nothing contained in this Agreement shall be construed as a waiver of the sovereign immunity of the State of Hawai'i a waiver of the limitations on liability established under Hawaii Revised Statutes Chapter 662; or an agreement by the State of Hawai'i to indemnify any participant or third party.

12. Severability

If any provision of this Agreement is determined to be invalid or unenforceable, such provision shall be severed from the Agreement and the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.

13. Governing Law

This laws of the State of Hawai'i control this agreement.

14. Acknowledgment

I have read and understood this Agreement in its entirety. By signing this Agreement, I knowingly and voluntarily accept all risks, give up certain legal rights, and agree to all terms. I understand this is a final, legally binding agreement.

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Risk Agreement

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Signature of Parent/Legal Guardian

Date

Department of Land and Natural Resources Division of Forestry and Wildlife

Media Release

This form documents an agreement to use names, images, and likenesses, as shown in media (e.g., videos and photos taken at our activities) for the following intended uses: Communication, outreach, and education products of the Department of Land and Natural Resources intended to promote an awareness and appreciation of the natural environment.

Please complete the form according to your circumstances:

- If you are an adult participating on your own in our activities, complete Section I only and leave Section II blank.
- If you are an adult participating in our activities alongside a minor (or minors) for whom you are a guardian, complete both Section I and Section II.
- If you are an adult signing on behalf of a minor for whom you are a guardian but do not plan on participating in the activity yourself, leave Section I blank and complete only Section II.

SECTION I: RECEIPT RELEASE FOR ADULTS

I, being of legal age, hereby consent that my name, image, and likeness, as shown in the videotapes, photographs, motion picture film, and/or electronic images in which I appear, and/or audio recordings made of my voice may be used by the State of Hawaii, Department of Land and Natural Resources (DLNR), its assigns or successors, in whatever way they desire including television; furthermore, I hereby consent that such photographs, films, recordings, electronic images, and the plates, tapes, disks, and/or software from which they are made shall be the property of the State of Hawaii, DLNR, Division of Forestry and Wildlife, and they shall have the right to sell, duplicate, reproduce, and make other uses of such photographs, films, recordings, electronic images, and the plates, tapes, disks, and/or software as they may desire free and clear of any claim whatsoever on my part.

Printed Name: _____

Address: _____

Signature: _____

Date of Signing: _____

Accepted on behalf of the State of Hawai'i, Department of Land and Natural Resources

SECTION II: RECEIPT RELEASE FOR MINORS

I, being the parent or guardian of the minor(s) listed below, hereby consent that, for each individual, his/her name, image, and likeness, as shown in the videotapes, photographs, motion picture film, and/or electronic images for which she/he appears, and/or audio recordings made of her/his voice may be used by the State of Hawaii, Department of Land and Natural Resources (DLNR), its assigns or successors, in whatever way they desire including television; furthermore, I hereby consent that such photographs, films, recordings, electronic images, and the plates, tapes, disks, and/or software from which they are made shall be the property of the State of Hawaii, DLNR, Division of Forestry and Wildlife, and they shall have the right to sell, duplicate, reproduce, and make other uses of such photographs, films, recordings, electronic images, and the plates, tapes, disks, and/or software as they may desire free and clear of any claim whatsoever on my part.

Printed Name of Parent or Guardian: _____

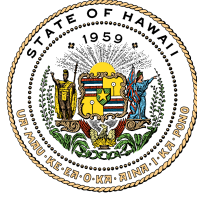
Address: _____

Printed Name(s) of Participating Minor(s): _____

Signature of Parent or Guardian: _____

Date of Signing: _____

Accepted on behalf of the State of Hawai'i, Department of Land and Natural Resources



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MINOR MEDICAL INFORMATION AND EMERGENCY AUTHORIZATION FORM

This form must be completed by a parent or legal guardian for any minor participating in volunteer or field trip activities conducted or supervised by the State of Hawai'i Department of Land and Natural Resources (DLNR).

MINOR PARTICIPANT INFORMATION

Minor Participant Name: _____

Date of Birth: _____

Parent or Legal Guardian Name: _____

Address: _____

Phone: _____ Email: _____

Emergency Contact: _____
(if Parent/Guardian Cannot be Reached)

Relationship to Minor: _____

Phone: _____ Alternate Phone: _____

MEDICAL INFORMATION

Please list any medical conditions, allergies, or health conditions DLNR personnel should be aware of while supervising the Minor Participant:

Is the Minor Participant currently taking any medications DLNR personnel should be aware of?

- No
- Yes (please describe):

EMERGENCY MEDICATIONS (IF APPLICABLE)

Does the Minor Participant carry any emergency medications (e.g., inhaler or epinephrine pen)?

- No
- Yes

Medication: _____

Condition Treated: _____

Where medication is kept (e.g., backpack): _____

The Parent/Guardian authorizes DLNR personnel to assist the Minor Participant in accessing or administering the above emergency medication, if necessary.

SWIMMING ABILITY (FOR COASTAL OR OFFSHORE ACTIVITIES)

- Non-swimmer
- Basic swimmer
- Strong swimmer

HEALTH INSURANCE INFORMATION

Insurance Carrier: _____

Policy Number: _____

Subscriber Name: _____

PHYSICIAN INFORMATION

Primary Physician Name: _____

Phone Number: _____

MEDICAL AUTHORIZATION

The Parent/Guardian authorizes DLNR personnel to provide or obtain basic first aid and to assist the Minor Participant in accessing or administering any emergency medications identified by the Parent/Guardian. The Parent/Guardian further authorizes DLNR personnel to seek and obtain emergency medical care for the Minor Participant if the Minor Participant becomes ill or injured during volunteer activities and the Parent/Guardian cannot be reached in a timely manner. This authorization includes permission for DLNR personnel to arrange transportation to a medical facility and to consent to emergency medical treatment deemed necessary by qualified medical professionals. The Parent/Guardian agrees to provide current emergency contact information and to notify DLNR of any changes to the Minor Participant's medical condition, medications, allergies, or other health information that may affect participation in volunteer activities. The Parent/Guardian understands that volunteer activities may occur in remote locations where immediate access to medical facilities or emergency responders may be limited and that transportation to obtain medical care may require additional time.

The Parent/Guardian acknowledges and agrees that the State of Hawai'i does not provide medical or accident insurance coverage for volunteers or field trip participants and that any medical expenses incurred as a result of injury or illness during volunteer or field trip activities are the responsibility of the Parent/Guardian or the Minor Participant's health insurance provider. All medical and insurance costs for any injury suffered during the activities covered by this Agreement are the sole responsibility of the Parent/Guardian. DLNR is not responsible for these costs.

The Parent/Guardian acknowledges and agrees that such information is normally private and confidential but authorizes its disclosure to DLNR personnel for the limited purpose of protecting the health and safety of the Minor Participant during volunteer or field trip activities.

ACKNOWLEDGMENT

The Parent/Guardian certifies that the information provided on this form is accurate and complete to the best of their knowledge. The Parent/Guardian agrees to notify DLNR of any changes to the Minor Participant's medical condition, medications, allergies, or other health information that may affect the Minor Participant's ability to safely participate in volunteer or field trip activities.

Signature of Parent/Legal Guardian

Date