

DAVID Y. IGE
GOVERNOR OF HAWAII



STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF FORESTRY AND WILDLIFE
1151 PUNCHBOWL STREET, ROOM 325
HONOLULU, HAWAII 96813

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CONSERVATION AND RESOURCES ENFORCEMENT
ENGINEERING
FORESTRY AND WILDLIFE
HISTORIC PRESERVATION
KAHOOLAWE ISLAND RESERVE COMMISSION
LAND
STATE PARKS

ENDANGERED SPECIES RECOVERY COMMITTEE (ESRC) SITE VISIT

DATE: February 7, 2019

TIME: 9:30 AM

PLACE: Hale'iwa Ali'i Beach Park, 66-167 Hale'iwa Road, Hale'iwa, HI 96712
And

TIME: 2:00 PM

PLACE: Helemano Wilderness Recreation Area, Poamoho Hele Loa Access Road, off Pa'ala'a Uka Pūpūkea Road, Wahiawa, HI 96786

NOTICE: Please plan to arrive on time. Late arrivals may not be admitted to the sites. For safety, attendees must remain with the group, and access may be restricted once the site visits commence. Please wear clothing appropriate for inclement weather and walking in outdoor field and forest conditions. Restroom facilities are available at Hale'iwa Ali'i Beach Park. There are no restroom facilities available at Kawaihoa Wind Power or Helmano Wilderness Recreation Area.

Morning: Please do not drive directly to Kawaihoa Wind Power. To ensure an on-time arrival all attendees will meet at Hale'iwa Ali'i Beach Park, consolidate vehicles, and drive as a group to and from Kawaihoa Wind Power. A signed liability waiver and attendance at a safety briefing will be required for anyone entering the Kawaihoa Wind Power site. The liability waiver is attached. Minors must be accompanied by an adult and possess a liability waiver signed by a parent or legal guardian. Closed-toe shoes are required.

Afternoon: Four-wheel drive vehicles are required for the Helemano Wilderness Recreation Area. Please note Helemano Wilderness Recreation Area is an off-road site with unpaved trails. Attendees may meet directly at Helemano Wilderness Recreation Area, or follow DOFAW staff vehicles to the site. Staff vehicles will depart Hale'iwa Ali'i Beach Park for Helemano Wilderness Recreation Area at 1:30 pm. If you do not have access to a four-wheel drive vehicle please contact DOFAW at (808) 587-0010.

AGENDA

Morning Agenda (Meet at Hale‘iwa Ali‘i Beach Park parking lot adjacent to boat harbor)

- ITEM 1.** 9:30 am: Introductions. Sign liability waivers.
- ITEM 2.** 9:45 am: Depart Hale‘iwa Ali‘i Beach Park for Kawailoa Wind Power.
- ITEM 3.** Site visit to Kawailoa Wind Power to inform the ESRC review of the Kawailoa Wind Power draft Habitat Conservation Plan (HCP) amendment published in the OEQC Environmental Notice on December 23, 2018.
- ITEM 4.** Opportunity for public comments.

RECESS at 12:30 pm and return to Hale‘iwa Ali‘i Beach Park

DEPART Hale‘iwa Ali‘i Beach Park at 1:30 pm for Helemano Wilderness Recreation Area

Afternoon Agenda (Meet at Poamoho Hele Loa Access Road yellow gates)

- ITEM 5.** 2:00 pm: Introductions.
- ITEM 6.** Site visit to Helemano Wilderness Recreation Area to view the land acquisition preserved for Hawaiian Hoary Bat (*Lasiurus cinereus semotus*) habitat as a take mitigation measure in the Kawailoa Wind Power draft HCP amendment.
- ITEM 7.** Opportunity for public comments.
- ITEM 8.** Adjournment.

Public may testify on each meeting agenda item. Public may request meeting materials by contacting James Cogswell at james.m.cogswell@hawaii.gov or (808) 587-4187. A paper copy of the meeting materials is also available for public review at the Division of Forestry and Wildlife, 1151 Punchbowl Street, Room 325, Honolulu, Hawai‘i, 96813.

If you desire to attend the meeting and require auxiliary aids (taped materials or sign language interpreter) please request assistance five business days prior to the meeting by calling or writing the Division of Forestry and Wildlife at (808) 587-0166; 1151 Punchbowl Street, Room 325, Honolulu, Hawai‘i, 96813.

Kawailoa Wind Project
Site Visitor Waiver and Release

Full Name: _____

If minor, full name of parent or legal guardian:

Address: _____

Phone Number: _____

Emergency Contact

Full Name: _____

Phone Number: _____

Acknowledgment and Acceptance of Risk

By signing this waiver, release and indemnity on _____ 20__, I, the above-referenced and undersigned, do hereby confirm that I understand that participation in the “Activities” (as defined below), is or may be hazardous and may result in accident, injury or death, and I voluntarily accept such hazard and risk.

Definitions

For the purposes of this waiver, release and indemnity, the term “Company” includes Kawailoa Wind, LLC, its members, managers, directors, officers, employees, partners, agents, representatives, successors, licensees, assigns, affiliates, lenders, investors, suppliers and contractors. The term “Activities” includes any and all activities on any land that the Company leases, licenses, owns, has rights to by easement, or otherwise has rights to (the “Property”).

Waiver, Release and Indemnity

In consideration of being admitted onto the Property for the purpose of the Activities which consideration I agree is sufficient to induce me to sign this waiver and indemnity, I agree to all of the terms of this waiver, release and indemnity, including the matters below. On behalf of myself and my executors, heirs, legal representatives, administrators, trustees, successors and/or assigns, I waive, release, remind, acquit and forever discharge the Company from any and all manner of action or actions, cause or causes of action, suits, controversies, claims, demands, damages and claims for damages of every kind and character whatsoever, both to person and property, which I or they may have both now or which may arise in the future against the Company arising out of or in any way, whether directly or indirectly, connected with the Property or the Activities or otherwise connected with the treatment (as defined below) or the Property. The foregoing waiver shall be effective regardless of whether the claims or actions waived are founded in whole or in part upon (1) the actual or alleged ordinary negligent act or omission of the Company or (2) the actual or alleged ordinary negligent act or omission of the Company in combination with any other person’s actual or alleged negligent act or omission. By my signature, I acknowledge that I am fully authorized (and in good standing) to execute the document.

I agree to indemnify and hold harmless the Company from and in respect of all loss, cost, expense including attorneys' fees and all manner of action or actions, cause or causes of action, suits, controversies, claims, demands, damages and claims for damages of every kind and character whatsoever, including without limitation any claims for personal injury (including death) and Property damage (collectively the "costs, claims or actions"), arising in any way, whether directly or indirectly, from my conduct as a participant in the Activities.

Acceptance of Responsibility and Agreement to Medical Treatment

In the event I suffer any injury or illness while on the Property or while conducting the Activities, I consent to the treatment (the "treatment") thereof and agree that I may be afforded hospital and medical attention, and I agree to pay for the expense thereof.

Acceptance of Site Privileges

In order to participate in the Activities, I agree: (a) that I meet the above physical requirements (if applicable), (b) that I will remain in the designated use areas at all times, (c) to wear appropriate personal protection equipment, (d) to comply with all site rules, and (e) to follow the instructions of personnel of Company (including those of a contractor operating the facility). **In addition, except as otherwise authorized by the company in writing, at all times I will refrain from making any video or audio recordings.** I understand that if I do not comply with this agreement at all times, I may be required by the Company to leave the Property immediately.

If any provision of this document, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties, or, if incapable of such enforcement, shall be deemed to be deleted from this document, and the remainder of this document and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

Signature: _____ Date: _____
Printed Name:

If above signatory is a minor, the parent or legal guardian to also sign this document below.

Parent or Legal Guardian:

I am the parent or legal guardian and agree to the above on behalf of

(insert minor's name here)

Signature: _____ Date: _____
Printed Name:

NOTE: THIS AGREEMENT HAS THE EFFECT OF REDUCING OR GIVING UP SOME OR ALL OF YOUR LEGAL RIGHTS.