

State of Hawai'i  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
Division of State Parks  
Honolulu, Hawai'i 96813

February 22, 2019

Board of Land and Natural Resources  
State of Hawai'i  
Honolulu, Hawai'i

O'ahu

**SUBJECT:** Establish Volunteer Agreements with the Kāne'ōhe Cultural Foundation, the Puakea Foundation of Hawai'i Inc., and Hui O Ko'olaupoko at He'eia State Park, Ko'olaupoko, O'ahu, TMK: (1) 4-6-005:009 por.

The Curator Program was initiated in 1987 by the Division of State Parks to encourage community involvement in the care and management of historic and cultural sites on State-owned properties. Over the years, this volunteer program has expanded to include natural resources in the parks and projects such as educational programs, interpretation, and site restoration. The agreements developed between the non-profit organizations and the Department of Land and Natural Resources (DLNR) outline the responsibilities of the volunteer organization for a 5-year term.

He'eia State Park was set-aside to the Division of State Parks to preserve and protect the natural, cultural, and scenic resources within the 18.5-acres of Kealohi Point in the ahupua'a of He'eia on Windward O'ahu. The park is bounded by He'eia Stream, Kāne'ōhe Bay, He'eia Kea Small Boat Harbor, and Kamehameha Highway.

Through a request for proposals, Kama'āina Care LLC (dba Kama'āina Kids) was given a 25-year lease for management and maintenance of the park, including overseeing the daily operations and facilities, providing community-based programs for youth, and offering interpretive opportunities for park visitors. Within the lease signed in 2010, it was specified that Kama'āina Kids would continue to recognize and accommodate the previous agreements between the Division of State Parks, the Puakea Foundation of Hawai'i Inc., and the Kāne'ōhe Cultural Foundation. Since the signing of the lease, Hui O Ko'olaupoko has become another value added community organization associated with the park based on their environmental restoration work along He'eia Stream.

State Parks proposes to enter into 5-year volunteer agreements with the three organizations to authorize their projects and activities within the park. All of the organizations have a delineated area of use. A partnership has been established between the 3 organizations, Kama'āina Kids, and State Parks to ensure communication and coordination of the activities, programs, and projects within the park.

**ITEM E-1**

The State used federal grant funds from the Land and Water Conservation Fund (LWCF) program for acquisition of the park in 1980 and development of a new restroom facility in 1993. As a result, the entirety of He'eia State Park must comply with the requirements of the LWCF program, especially the requirements to maintain public access and accommodate public outdoor recreation in perpetuity. Therefore, these agreements are designed to give the public reasonable access for educational and interpretive purposes with no exclusive use, and to insure that the property is used to support outdoor recreation.

#### Kāne'ohe Cultural Foundation

Originally established in 1973, the Kāne'ohe Canoe Club changed its corporate name to the Kāne'ohe Cultural Foundation in 2008 in recognition of a larger mission that includes cultural education as well as canoe paddling and sailing. The Foundation is a non-profit organization with its 501(c)(3) status. The mission of the Kāne'ohe Cultural Foundation is to foster, preserve, and perpetuate the ancient Hawaiian sport of outrigger canoe paddling and racing and to provide public education about the history and culture of Hawaiian canoes. The club's training and racing canoes are located at He'eia Kea Small Boat Harbor.

The Kāne'ohe Cultural Foundation has held volunteer agreements at He'eia State Park since 2013. The area covered under this agreement is about an acre and encompasses several wooden buildings from the former caretaker's residence. The activities carried out under the previous agreements have included the demolition of a derelict caretaker cottage, maintenance and storage of canoes, as well as some educational programs that perpetuate the traditional elements of building, lashing, sailing, and paddling of outrigger canoes. The Foundation will be working with the State Parks interpretive program to develop signs, brochures, and programs that share these cultural traditions with park visitors.

#### Puakea Foundation of Hawai'i Inc.

The Puakea Foundation of Hawai'i has been perpetuating the tradition of building and repairing koa canoes in He'eia State Park since 2002. The Foundation's mission is to perpetuate the histories, cultures, and traditional and contemporary folk arts of canoe building by Pacific Islanders. The Foundation was established to honor Bobby Puakea, a master koa wa'a builder, who designs and repairs canoes daily at the park. The Foundation hosts groups of all ages and offers hands-on demonstrations, lectures, and workshops. The Foundation obtained its 501(c)(3) status in 2009.

The Foundation utilizes a site about 0.5-acre in size to conduct activities related to the repair, construction, and temporary storage of canoes. With private funds, the Foundation is currently completing the construction of an open sided, 1,800 sq. foot hālau structure to house canoes and provide a venue for workshops, training, educational programs and interpretive displays. Uncle Bobby Puakea interacts with park visitors and explains the methods, tools and techniques used to restore koa canoes.

### Hui O Ko'olaupoko

Hui O Ko'olaupoko is a 501(c)(3) non-profit watershed management group established in 2007 to work with communities to improve water quality through ecosystem restoration and storm water management, focusing specifically on the Ko'olaupoko region. Hui O Ko'olaupoko has been administering community-based environmental restoration along He'eia Stream since 2012. Within the park, they are focused on removal of mangrove and other invasive vegetation along the lower stream and estuary across from He'eia Fishpond. These restoration efforts seek to protect ocean health by restoring native habitat for aquatic animal species.

Hui O Ko'olaupoko currently holds an Adopt-A-Park agreement with State Parks to conduct their work within He'eia State Park. The area covered under this agreement is approximately 5.7 acres located between He'eia Stream and Kamehameha Highway.

The activities carried out to-date include the removal of mangrove along the stream bank, planting native species in the cleared areas, and installing interpretive signs to heighten awareness about the importance of a healthy estuarine environment. With grant funding and the support of numerous volunteers, Hui O Ko'olaupoko is coordinating their efforts with restoration work further upstream and at the He'eia Fishpond.

### RECOMMENDATIONS:

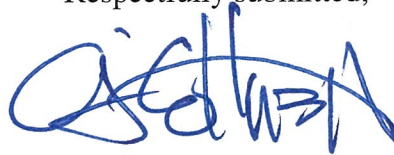
State Parks encourages community involvement and assistance with the care, management, and interpretation of the resources in the parks. State Parks recommends that the Board grant approval for DLNR to enter into 5-year agreements with three non-profit organizations at He'eia State Park:

- The Kāne'ōhe Cultural Foundation for assistance with the care of a one-acre area and offering educational programs centered around the perpetuation of Hawaiian canoeing traditions.
- Puakea Foundation of Hawai'i for use of a 0.5-acre site with a hālau structure to demonstrate and teach the techniques for repairing and restoring koa canoes.
- Hui O Ko'olaupoko for engaging the community in environmental restoration of a 5.7-acre area along the He'eia Stream estuary and increasing public access and recreation within the park.

All these agreements will be subject to the following conditions:

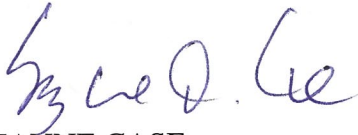
1. Review and approval of the agreement by the Department of the Attorney General.
2. Amendments and renewals of the volunteer agreement are delegated to the Chairperson.
3. And such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

Respectfully submitted,



CURT A. COTTRELL  
Administrator  
Division of State Parks

APPROVED FOR SUBMITTAL:



SUZANNE CASE  
Chairperson  
Department of Land and Natural Resources

Attachments: 3 Draft Agreements

**STATE OF HAWAI‘I  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
DIVISION OF STATE PARKS**

AGREEMENT

THIS AGREEMENT, executed on the respective dates indicated below, is effective as of \_\_\_\_\_, 2019, between the Board of Land and Natural Resources, State of Hawai‘i (hereafter "STATE"), whose address is 1151 Punchbowl Street, Honolulu, Hawai‘i 96813, and the Hui O Ko‘olaupoko (also referred to herein as "HOK"), a Hawai‘i nonprofit corporation, whose address is 1051 Keolu Drive #208, Kailua, Hawaii 96734 for and regarding He‘eia State Park ("Park"), ahupua‘a of He‘eia, district of Ko‘olaupoko, island of O‘ahu, State of Hawai‘i [TMK: (1) 4-6-005:009 por.].

INTRODUCTION

The STATE is the owner of He‘eia State Park. This Agreement specifically addresses approximately 5.7 acres of the park along He‘eia Stream under the jurisdiction of the Division of State Parks (Attachment 1).

This Agreement provides for assistance with the maintenance, management, interpretation, and environmental restoration of park resources. It is in the public interest and serves a public purpose. The arrangements made herein with HOK will help improve and maintain the park for public use.

RESPONSIBILITIES OF HUI O KO‘OLAUPOKO

HOK shall:

1. Coordinate all actions and activities undertaken in the execution of this Agreement with State Parks.
2. Designate a project coordinator(s) who shall coordinate all work projects on-site and ensure that all participants complete State Parks' volunteer and release of liability forms (Attachments 2 and 3) and provide the completed waiver forms to State Parks.
3. Submit an annual report of activities and volunteer hours performed under this Agreement to State Parks.

4. Use the subject property for community-based environmental restoration of the estuary through invasive plant removal and planting native species. This shall include reasonable public access and public participation in the restoration work and educational programs.
5. Develop and implement a written training and safety plan for the use of tools, equipment, machinery, and herbicides by volunteers when removing vegetation, planting new vegetation, and maintaining the Park. The following guidelines shall be followed:
  - a. Removal of weeds and vegetation debris from the Park. Vegetation removal shall be done with minimal ground disturbance and include steps to minimize erosion and stabilize the ground surface.
  - b. Cut debris will be chipped and either used on-site in the Park or transported off-site. There is to be no burning within the Park.
  - c. Weed-eaters, machetes, lawnmowers, chainsaws, and other hand tools may be used when and where appropriate.
  - d. An herbicide with dissipation properties such as Round-up, may be used to control weeds and vegetation growth. Any herbicide used near the river/marsh/ocean shall comply with Department of Health, Clean Water Branch requirements.
  - e. Establish a safety plan, which must be reviewed and approved by State Parks prior to any work at the Park. This plan shall include the use of safety gear and protection of the public when working in the Park. Safety training and briefings are required prior to any work and use of tools by members and/or volunteers.
6. Periodically monitor the condition of the Park. Where possible, attempts shall be made to prevent vandalism and damage. Should any damage be discovered, HOK will notify State Parks as soon as possible.
7. HOK may prepare and implement a landscape plan to expand or alter plantings within the Park. Any planting or landscaping plan shall be reviewed and approved in writing by State Parks prior to implementation.
8. HOK may prepare and install interpretive devices and displays, contingent upon prior written approval of an interpretive plan by State Parks. If a historic property is involved, prior written approval by the State Historic Preservation Division (SHPD) in accordance with Chapter 13-277, HAR is also required.
9. HOK may provide educational and interpretive programs in the park, including leading interpretive tours and service projects in the park based on written interpretive plans, educational curriculum, and other materials that have been approved in writing by State Parks.

10. HOK may install passive park facilities in the Park, such as benches, in compliance with an approved plan if HOK receives prior written approval from State Parks and obtains all required permits.
11. With State Parks written approval, HOK may retain the services of a professional archaeologist for the purposes of conducting archaeological work needed to fulfill the objectives of this agreement or to contribute to State Parks meeting the requirements of the historic preservation project review process (§6E-7 and §6E-8, HRS; Chapter 13-275, HAR). The archaeologist shall meet the professional qualifications established by §13-281-3, HAR, and hold a valid permit to conduct archaeological activities in Hawai‘i in accordance with §13-282-3, HAR. If any state funds are applied, all applicable state procurement laws shall be followed.
12. Procure, at their own cost and expense, and maintain during the entire period of this Agreement, comprehensive general liability insurance, issued by an insurance company or companies licensed or authorized to do business in the State of Hawai‘i, with an AM Best rating of not less than “A-” or other comparable and equivalent industry rating, in an amount of at least \$1,000,000 for each occurrence and \$2,000,000 aggregate, and with coverage terms acceptable to the Chairperson of the Board. The policy or policies of insurance shall name the State of Hawai‘i as an additional insured and a copy shall be filed with the State of Hawai‘i, Department of Land and Natural Resources (“DLNR”). The insurance shall cover any and all activities and responsibilities set forth in this Agreement.

Prior to or upon execution of this Agreement, HOK shall furnish DLNR with a certificate(s) of insurance showing the insurance policy or policies. If the scheduled expiration date of the current insurance policy is sooner than the specified termination date of this Agreement, HOK shall, upon renewal of the insurance policy or policies, provide DLNR with a copy of the renewed insurance policy or policies. This insurance shall not be cancelled, limited in scope or coverage, or nonrenewed until after thirty (30) calendar days written notice has been given to DLNR. DLNR may, at any time, require HOK to provide DLNR with copies of the insurance policy or policies that are or were in effect during this Agreement.

The Chairperson of the Board shall retain the right at any time to review the coverage, form, and amount of insurance required by this Agreement. If, in the opinion of the Chairperson of the Board, the insurance provisions in this Agreement do not provide adequate protection for the State of Hawai‘i, the Chairperson may require HOK to obtain insurance sufficient in

coverage, form, and amount to provide adequate protection. The Chairperson's requirements shall be reasonable but shall be designed to assure protection for and against the kind and extent of the risks which exist at the time a change in insurance is required. The Chairperson shall notify HOK in writing of changes in the insurance requirements and HOK shall deposit copies of acceptable insurance policy or policies and certificate(s) thereof, with incorporated changes within thirty (30) calendar days of receipt of the notice.

The procuring of the required policy or policies of insurance shall not be construed to limit liability under this Agreement nor to relieve or release HOK of the indemnification provisions and requirements of this Agreement. Notwithstanding the policy or policies of insurance, HOK shall be obligated for the full and total amount of any damage, personal injury, wrongful death, or loss arising out of, or in connection with the activities and responsibilities under this Agreement.

13. HOK shall defend and indemnify the State of Hawai'i, its officers, employees, agents, and assigns, and hold each of them harmless from any claims and demands from any person(s) arising out of or based on any personal injury, death, or property damage arising directly or indirectly from the activities of its officers, members, volunteers, and contractors set forth in this Agreement. This provision shall survive the termination of this Agreement.
14. HOK, their parents, subsidiaries and affiliates, successors, assigns, and members remise, release, and forever discharge the State of Hawai'i, and its officers, employees, agents, and assigns, acting in their official capacities with due diligence, from any and all claim(s), demand(s), or cause(s) of action on account of the death or injury to its officer(s) or employee(s), of the property of its officer(s) or employee(s), that may be due or attributable to the activities as set forth in this Agreement. This provision shall survive the termination of this Agreement.
15. HOK, their parents, subsidiaries and affiliates, licensees, successors, assigns, and members assume all risk of bodily injury, wrongful death, and/or property damage that may be due or attributable to the activities as set forth in this Agreement and hereby waive any and all claims against the State of Hawai'i, its officers, employees, agents, and assigns.
16. Use of the Park shall be in accordance with all of the Rules and Regulations of the Division of State Parks (Chapter 13-146, HAR) and all other applicable rules and regulations of the Department of Land and Natural Resources as well as all other applicable rules, regulations



and permit requirements of the City and County of Honolulu, State of Hawai'i, and Federal Government, including requirements under HRS Chapter 343 concerning environmental and cultural review prior to any actions that would trigger compliance with this statute.

17. HOK may sponsor volunteer projects in addition to their regular maintenance responsibilities but State Parks must approve and shall be notified 5 working days in advance of large volunteer projects. A permit may be required for any activity involving over 25 individuals.
18. HOK will perform all duties and responsibilities without pay from the STATE.

### SPECIAL CONDITIONS

HOK shall not:

1. Conduct or permit commercial activity, including the sale of any items or advertising of commercial products, to be conducted in conjunction with the partnership and maintenance of the site;
2. Undertake or permit fund raising activities at the site;
3. Permit participants to possess, display, use or consume alcoholic beverages or illegal drugs at the site;
4. Permit any temporary or permanent residence to occur at the site;
5. Cause any significant disruption to normal park usage; or
6. Undertake site improvements unless these tasks are covered in this Agreement or amendments thereto, if any.

### RESPONSIBILITIES OF THE STATE

1. DLNR, in its sole discretion, will continue to manage and be responsible for the area covered by this Agreement and may issue permits, including commercial permits, conduct archaeological and other investigative activities, install interpretive devices and regulatory signs, and implement management plans. DLNR will consult with the HOK on these activities as deemed appropriate by the STATE.
2. State Parks agrees to provide information in its possession relating to the park, including but not limited to archaeological and historical information, surveys conducted of archaeological sites or features which are not of a confidential nature, environmental assessments and environmental impact statements, and plans regarding existing or proposed future uses of lands within the park. The information State Parks will provide is limited to information that is not confidential.

3. The assistance of State Parks may be requested for large clearing and hauling projects. State Parks assistance may be requested for the purchase of supplies and equipment for work conducted at the site, including the purchase and use of herbicides, with the understanding that State resources may be limited or restricted. Such requests should be coordinated with the State Parks O'ahu District Parks Superintendent.
4. In accordance with §6E-7 and §6E-8, HRS, and Chapter 13-275, HAR, State Parks shall be responsible for obtaining concurrence from the State Historic Preservation Division (SHPD) to proceed with proposals under this agreement that could have an effect on historic properties in the park and for submitting for review and approval any reports or plans.

#### RESTRICTIONS ON THE ROLE OF HUI O KO'OLAUPOKO

1. Tasks not specified in this Agreement may not be undertaken. HOK may propose amendments to this Agreement to undertake other tasks. These proposed amendments must be approved by the Board of Land and Natural Resources or its designee.
2. It must be emphasized that failure to get approval of additional tasks will likely lead to the revoking of this Agreement and the potential imposition of civil or criminal penalties under sections 6E-11, 6E-11.5, and/or 6E-11.6, HRS, if historic properties are damaged or altered without prior approval of the department.
3. It is the role of HOK to help protect the Park resources covered by this Agreement and to help provide public access for the park's visitors. HOK is not the owner of the Park and cannot restrict access.

#### CHECKS TO ENSURE PROPER CURATION

1. HOK and the STATE, through the Division of State Parks, will agree on a schedule for when work will be performed. The STATE will monitor the progress of the work and maintain close communication with HOK. HOK will notify the STATE in writing if a schedule change is necessary and obtain written approval of said schedule change from the STATE.
2. The STATE will make a minimum of two (2) field checks per year to see that proper maintenance is being done. If it is determined that proper maintenance is not taking place, the STATE will notify HOK in writing of the problem(s) and will provide suggestions to correct the problem(s). HOK will be allowed a reasonable time to correct the problem(s) and if they fail to correct the problem(s), the STATE may terminate this Agreement.

INDIVIDUAL MEMBERS AND VOLUNTEERS OF HUI O KO'OLAUPOKO

HOK shall be solely responsible for the actions of its members and volunteers who perform the responsibilities of HOK under this Agreement.

TERM & MODIFICATION OF AGREEMENT

The term of this Agreement is for a period of five (5) years beginning on the effective date of the Agreement. Either party may terminate this Agreement after providing the other party with thirty (30) days written notice. This Agreement may be amended only in writing signed by both the STATE and HOK.

IN WITNESS WHEREOF, the parties have caused this Agreement to be entered into as of the date first written above.

**STATE**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Print Name)*

Chairperson  
Board of Land and Natural Resources  
\_\_\_\_\_  
*(Print Title & Organization)*

\_\_\_\_\_  
*(Date)*

**HUI O KO'OLAUPOKO**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Print Name)*

\_\_\_\_\_  
*(Print Title & Organization)*

\_\_\_\_\_  
*(Date)*

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy Attorney General

Approved by the Board of Land and Natural Resources at its meeting held on \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )

: SS.

\_\_\_\_\_ COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, to me known, to be the person described in and, who, being by me duly sworn, did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_, the party named in the foregoing instrument, and that he/she is authorized to sign said instrument on behalf of the \_\_\_\_\_, and acknowledges that he/she executed said instrument as the free act and deed of the \_\_\_\_\_.

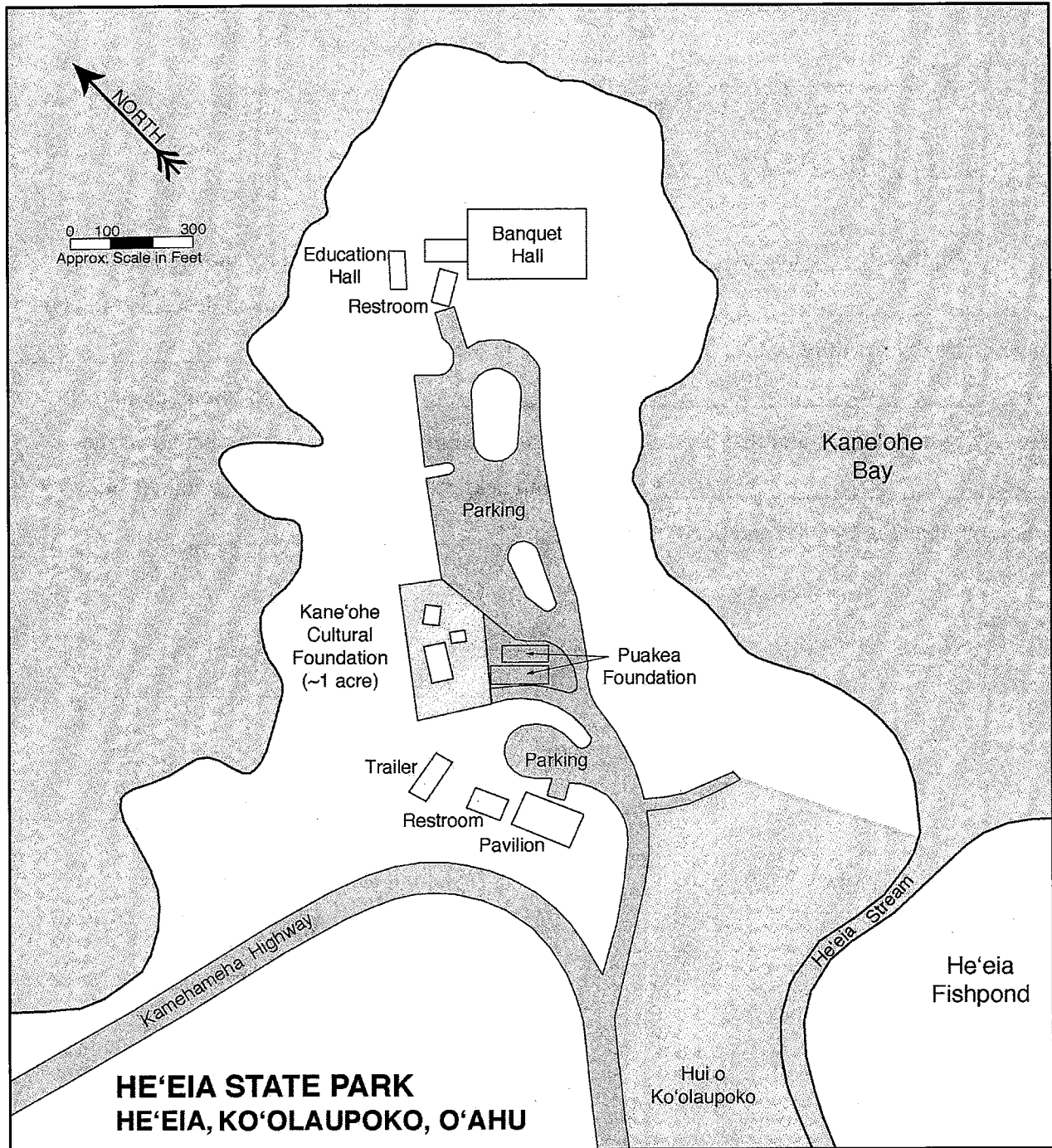
\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Print Name)*

(Notary Seal)

Notary Public, State of \_\_\_\_\_

My commission expires: \_\_\_\_\_



**ATTACHMENT 1**

Approximately 5.7-acre site covered under this volunteer agreement with the Hui O Ko'olaupoko. Project area runs along He'eia Stream from the estuary to the bridge on Kamehameha Highway.

**AGREEMENT FACT SHEET & VOLUNTEER WAIVER**

Park/Site: \_\_\_\_\_

Name of Group or Organization: \_\_\_\_\_

Designated Volunteer Supervisor(s) and their contact numbers:

1. \_\_\_\_\_

2. \_\_\_\_\_

If you are a 501(C-3) non-profit, please include your ID number and date of incorporation:

ID No.: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Agreement: \_\_\_\_\_

List members who are regularly involved in curator activity and titles if applicable:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

7. \_\_\_\_\_

8. \_\_\_\_\_

9. \_\_\_\_\_

10. \_\_\_\_\_

11. \_\_\_\_\_

12. \_\_\_\_\_

Work Schedule:

Emergency Contacts (list names, telephone, pager or cellular numbers, in priority order):

1. \_\_\_\_\_

2. \_\_\_\_\_

**Attachment 2**



**STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES**

**RELEASE OF LIABILITY**

**Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**I have requested the Department of Land and Natural Resources to allow me or my child to engage in the following activity or activities on State of Hawaii property known as the \_\_\_\_\_ (hereinafter "Park"): (Description of activity) \_\_\_\_\_**

**for a period of time starting on \_\_\_\_\_ and ending on \_\_\_\_\_. I agree and acknowledge that my or my child's SAFETY is at moderate to high risk and that I accept RESPONSIBILITY. I fully understand, and by my signature acknowledge that:**

I recognize and acknowledge that there are certain inherent risks and dangers involved with the above-described activity or activities at the Park involve certain inherent risks including but not limited to risk of possible injury or death and understand that the following conditions, hazards, or dangers may exist:

• gusty winds	• dense, tangled vegetation
• sharp and/or slippery rocks	• thorny plants
• stinging or biting insects and spiders	• work on or near steam and ocean water
• portable or no bathroom facilities	• wet or slippery roads
• no potable drinking water	• herbicides
• steep drop-offs	• paint, fuel, and oil fumes
• rugged terrain	• work in hunting area
• sharp tools	• wild animals
• lack of nearby medical facilities	• flash floods
• steep and slippery trail and river crossings	• lack of reliable communication service (including no telephone service)
• harsh weather conditions (ranging from hot and humid to wet and cold)	• diseases caused by water, air, or animal vectors

To the extent that my activities may involve the use of motorized tools, hand tools, and/or handling of herbicides, I acknowledge that there are certain inherent risks and dangers involved in such activities, which include (but are not limited to) risk of possible serious bodily injury, death, or poisoning.



Knowing that the above-described activity or activities at the Park may present certain risks and dangers to me or my child, including A RISK OF SERIOUS BODILY HARM OR DEATH, I nevertheless permit myself or my child to engage in the above-described activity or activities at the Park. I voluntarily ASSUME THE RISK OF INJURY OR LOSS created by the above-described conditions, hazards, and dangers at the Park.

With full knowledge of said conditions, hazards, and dangers, I RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS the State of Hawaii, and any and all of its officers, employees, and agents, for death or injury to me or my child or damage to or destruction of any of my or my child's property resulting from the conditions, hazards, and dangers listed above.

In consideration for allowing me or my child to engage in the above-described activity or activities at the Park which I have requested, I, for my heirs, beneficiaries, executors, and administrators, REMISE, RELEASE, AND FOREVER DISCHARGE the State of Hawaii, and any and all of its officers, employees, and agents, acting in their official capacities, from any and all claim(s), demand(s), or cause(s) of action on account of my or my child's death or personal injury or on account of any injury to my or my child's property which may occur from my or my child's negligence, hazards listed herein, or an unforeseeable event, during my or my child's activity or activities at the Park described above.

I understand and acknowledge that the provisions of Chapter 90, Hawaii Revised Statutes, do not apply to me or my child's activities at the Park.

I have read the above waiver and hereby release the State of Hawaii, its officers, employees, agents, and assigns from any and all liability that may result from my above-described activity or activities at the Park.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature of Parent or Legal Guardian: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Minor's Name(s): \_\_\_\_\_



**STATE OF HAWAI‘I  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
DIVISION OF STATE PARKS**

AGREEMENT

THIS AGREEMENT, executed on the respective dates indicated below, is effective as of \_\_\_\_\_, 201\_\_, between the Board of Land and Natural Resources, State of Hawai‘i (hereafter "STATE"), whose address is 1151 Punchbowl Street, Honolulu, Hawai‘i 96813, and Kāne‘ohe Cultural Foundation (also referred to herein as "KCF"), a Hawai‘i nonprofit corporation, whose address is 45-510C Paleka Road, Kāne‘ohe, HI 96744, for and regarding a portion of He‘eia State Park ("Park"), ahupua‘a of He‘eia, district of Ko‘olaupoko, island of O‘ahu, State of Hawai‘i [TMK: (1) 4-6-005:009 por.].

INTRODUCTION

The STATE is the owner of He‘eia State Park. This Agreement specifically addresses approximately 1 acre under the jurisdiction of the Division of State Parks (Attachment 1). Included in the one-acre property are 3 wooden buildings to be used for an agreed-on purpose with the Division of State Parks.

This Agreement provides for assistance with the maintenance, management, interpretation, and restoration of park resources and facilities. It is in the public interest and serves a public purpose. The arrangements made herein with KCF will help improve and maintain the park for public use.

RESPONSIBILITIES OF KĀNE‘OHE CULTURAL FOUNDATION

KCF shall:

1. Coordinate all actions and activities undertaken in the execution of this Agreement with State Parks.
2. Designate a project coordinator(s) who shall coordinate all work projects on-site and ensure that all participants complete State Parks' volunteer and release of liability forms (Attachments 2 and 3) and provide the completed waiver forms to State Parks.
3. Submit an annual report of activities and volunteer hours performed under this Agreement to State Parks.

4. Use the subject property for educational programs focused on Hawaiian culture, canoeing, and navigation. This shall include reasonable public access and public participation in the educational and interpretive programs.
5. Develop and implement a written training and safety plan for the use of tools, equipment, machinery, and herbicides by volunteers when removing vegetation, planting new vegetation, and maintaining the Park. The following guidelines shall be followed:
  - a. Removal of weeds and vegetation debris from the Park. Vegetation removal shall be done with minimal ground disturbance and include steps to minimize erosion and stabilize the ground surface.
  - b. Cut debris will be chipped and either used on-site in the Park or transported off-site. There is to be no burning within the Park.
  - c. Weed-eaters, machetes, lawnmowers, chainsaws, and other hand tools may be used when and where appropriate.
  - d. An herbicide with dissipation properties such as Round-up, may be used to control weeds and vegetation growth. Any herbicide used near the river/marsh/ocean shall comply with Department of Health, Clean Water Branch requirements.
  - e. Establish a safety plan, which must be reviewed and approved by State Parks prior to any work at the Park. This plan shall include the use of safety gear and protection of the public when working in the Park. Safety training and briefings are required prior to any work and use of tools by members and/or volunteers.
6. Periodically monitor the condition of the Park. Where possible, attempts shall be made to prevent vandalism and damage. Should any damage be discovered, KCF will notify State Parks as soon as possible.
7. KCF may prepare and implement a landscape plan to expand or alter plantings within the Park. Any planting or landscaping plan shall be reviewed and approved in writing by State Parks prior to implementation.
8. KCF may prepare and install interpretive devices and displays, contingent upon prior written approval of an interpretive plan by State Parks. If a historic property is involved, prior written approval by the State Historic Preservation Division (SHPD) in accordance with Chapter 13-277, HAR is also required.
9. KCF may provide educational and interpretive programs in the park, including leading interpretive tours and service projects in the park based on written interpretive plans,

educational curriculum, and other materials that have been approved in writing by State Parks.

10. KCF shall maintain the buildings and property in a clean, safe, and attractive condition. KCF may install passive park facilities in the Park, such as benches, in compliance with an approved plan if KCF receives prior written approval from State Parks and obtains all required permits.
11. With State Parks written approval, KCF may retain the services of a professional archaeologist for the purposes of conducting archaeological work needed to fulfill the objectives of this agreement or to contribute to State Parks meeting the requirements of the historic preservation project review process (§6E-7 and §6E-8, HRS; Chapter 13-275, HAR). The archaeologist shall meet the professional qualifications established by §13-281-3, HAR, and hold a valid permit to conduct archaeological activities in Hawai‘i in accordance with §13-282-3, HAR. If any state funds are applied, all applicable state procurement laws shall be followed.
12. Procure, at their own cost and expense, and maintain during the entire period of this Agreement, comprehensive general liability insurance, issued by an insurance company or companies licensed or authorized to do business in the State of Hawai‘i, with an AM Best rating of not less than “A-” or other comparable and equivalent industry rating, in an amount of at least \$1,000,000 for each occurrence and \$2,000,000 aggregate, and with coverage terms acceptable to the Chairperson of the Board. The policy or policies of insurance shall name the State of Hawai‘i as an additional insured and a copy shall be filed with the State of Hawai‘i, Department of Land and Natural Resources (“DLNR”). The insurance shall cover any and all activities and responsibilities set forth in this Agreement.

Prior to or upon execution of this Agreement, KCF shall furnish DLNR with a certificate(s) of insurance showing the insurance policy or policies. If the scheduled expiration date of the current insurance policy is sooner than the specified termination date of this Agreement, KCF shall, upon renewal of the insurance policy or policies, provide DLNR with a copy of the renewed insurance policy or policies. This insurance shall not be cancelled, limited in scope or coverage, or nonrenewed until after thirty (30) calendar days written notice has been given to DLNR. DLNR may, at any time, require KCF to provide DLNR with copies of the insurance policy or policies that are or were in effect during this Agreement.

The Chairperson of the Board shall retain the right at any time to review the coverage, form, and amount of insurance required by this Agreement. If, in the opinion of the Chairperson of the Board, the insurance provisions in this Agreement do not provide adequate protection for the State of Hawai'i, the Chairperson may require KCF to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. The Chairperson's requirements shall be reasonable but shall be designed to assure protection for and against the kind and extent of the risks which exist at the time a change in insurance is required. The Chairperson shall notify KCF in writing of changes in the insurance requirements and KCF shall deposit copies of acceptable insurance policy or policies and certificate(s) thereof, with incorporated changes within thirty (30) calendar days of receipt of the notice.

The procuring of the required policy or policies of insurance shall not be construed to limit liability under this Agreement nor to relieve or release KCF of the indemnification provisions and requirements of this Agreement. Notwithstanding the policy or policies of insurance, KCF shall be obligated for the full and total amount of any damage, personal injury, wrongful death, or loss arising out of, or in connection with the activities and responsibilities under this Agreement.

13. KCF shall defend and indemnify the State of Hawai'i, its officers, employees, agents, and assigns, and hold each of them harmless from any claims and demands from any person(s) arising out of or based on any personal injury, death, or property damage arising directly or indirectly from the activities of its officers, members, volunteers, and contractors set forth in this Agreement. This provision shall survive the termination of this Agreement.
14. KCF, their parents, subsidiaries and affiliates, successors, assigns, and members remise, release, and forever discharge the State of Hawai'i, and its officers, employees, agents, and assigns, acting in their official capacities with due diligence, from any and all claim(s), demand(s), or cause(s) of action on account of the death or injury to its officer(s) or employee(s), of the property of its officer(s) or employee(s), that may be due or attributable to the activities as set forth in this Agreement. This provision shall survive the termination of this Agreement.
15. KCF, their parents, subsidiaries and affiliates, licensees, successors, assigns, and members assume all risk of bodily injury, wrongful death, and/or property damage that may be due or

attributable to the activities as set forth in this Agreement and hereby waive any and all claims against the State of Hawai‘i, its officers, employees, agents, and assigns.

16. Use of the Park shall be in accordance with all of the Rules and Regulations of the Division of State Parks (Chapter 13-146, HAR) and all other applicable rules and regulations of the Department of Land and Natural Resources as well as all other applicable rules, regulations and permit requirements of the City and County of Honolulu, State of Hawai‘i, and Federal Government, including requirements under HRS Chapter 343 concerning environmental and cultural review prior to any actions that would trigger compliance with this statute.
17. KCF may sponsor volunteer projects in addition to their regular maintenance responsibilities but State Parks must approve and shall be notified 5 working days in advance of large volunteer projects. A permit may be required for any activity involving over 25 individuals.
18. KCF will perform all duties and responsibilities without pay from the STATE.

#### SPECIAL CONDITIONS

KCF shall not:

1. Conduct or permit commercial activity, including the sale of any items or advertising of commercial products, to be conducted in conjunction with the partnership and maintenance of the site;
2. Undertake or permit fund raising activities at the site;
3. Permit participants to possess, display, use or consume alcoholic beverages or illegal drugs at the site;
4. Permit any temporary or permanent residence to occur at the site;
5. Cause any significant disruption to normal park usage; or
6. Undertake site improvements unless these tasks are covered in this Agreement or amendments thereto, if any.

#### RESPONSIBILITIES OF THE STATE

1. DLNR, in its sole discretion, will continue to manage and be responsible for the area covered by this Agreement and may issue permits, including commercial permits, conduct archaeological and other investigative activities, install interpretive devices and regulatory signs, and implement management plans. DLNR will consult with the KCF on these activities as deemed appropriate by the STATE.

2. State Parks agrees to provide information in its possession relating to the park, including but not limited to archaeological and historical information, surveys conducted of archaeological sites or features which are not of a confidential nature, environmental assessments and environmental impact statements, and plans regarding existing or proposed future uses of lands within the park. The information State Parks will provide is limited to information that is not confidential.
3. The assistance of State Parks may be requested for large clearing and hauling projects. State Parks assistance may be requested for the purchase of supplies and equipment for work conducted at the site, including the purchase and use of herbicides, with the understanding that State resources may be limited or restricted. Such requests should be coordinated with the State Parks O'ahu District Parks Superintendent.
4. In accordance with §6E-7 and §6E-8, HRS, and Chapter 13-275, HAR, State Parks shall be responsible for obtaining concurrence from the State Historic Preservation Division (SHPD) to proceed with proposals under this agreement that could have an effect on historic properties in the park and for submitting for review and approval any reports or plans.

#### RESTRICTIONS ON THE ROLE OF THE KĀNE'OHE CULTURAL FOUNDATION

1. Tasks not specified in this Agreement may not be undertaken. KCF may propose amendments to this Agreement to undertake other tasks. These proposed amendments must be approved by the Board of Land and Natural Resources or its designee.
2. It must be emphasized that failure to get approval of additional tasks will likely lead to the revoking of this Agreement and the potential imposition of civil or criminal penalties under sections 6E-11, 6E-11.5, and/or 6E-11.6, HRS, if historic properties are damaged or altered without prior approval of the department.
3. It is the role of KCF to help protect the Park resources covered by this Agreement and to help provide public access for the park's visitors. KCF is not the owner of the Park and cannot restrict access.

#### CHECKS TO ENSURE PROPER CURATION

1. KCF and the STATE, through the Division of State Parks, will agree on a schedule for when work will be performed. The STATE will monitor the progress of the work and maintain



close communication with KCF. KCF will notify the STATE in writing if a schedule change is necessary and obtain written approval of said schedule change from the STATE.

2. The STATE will make a minimum of two (2) field checks per year to see that proper maintenance is being done. If it is determined that proper maintenance is not taking place, the STATE will notify KCF in writing of the problem(s) and will provide suggestions to correct the problem(s). KCF will be allowed a reasonable time to correct the problem(s) and if they fail to correct the problem(s), the STATE may terminate this Agreement.

#### INDIVIDUAL MEMBERS AND VOLUNTEERS OF THE KĀNE'OHE CULTURAL FOUNDATION

KCF shall be solely responsible for the actions of its members and volunteers who perform the responsibilities of KCF under this Agreement.

#### TERM & MODIFICATION OF AGREEMENT

The term of this Agreement is for a period of five (5) years beginning on the effective date of the Agreement. Either party may terminate this Agreement after providing the other party with thirty (30) days written notice. This Agreement may be amended only in writing signed by both the STATE and KCF.

IN WITNESS WHEREOF, the parties have caused this Agreement to be entered into as of the date first written above.

**STATE**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Print Name)*

Chairperson  
Board of Land and Natural Resources  
\_\_\_\_\_  
*(Print Title & Organization)*

\_\_\_\_\_  
*(Date)*

**KĀNE‘OHE CULTURAL FOUNDATION**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Print Name)*

\_\_\_\_\_  
*(Print Title & Organization)*

\_\_\_\_\_  
*(Date)*

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy Attorney General

Approved by the Board of Land and Natural Resources at its meeting held on \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )

: SS.

\_\_\_\_\_ COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, to me known, to be the person described in and, who, being by me duly sworn, did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_, the party named in the foregoing instrument, and that he/she is authorized to sign said instrument on behalf of the \_\_\_\_\_, and acknowledges that he/she executed said instrument as the free act and deed of the \_\_\_\_\_.

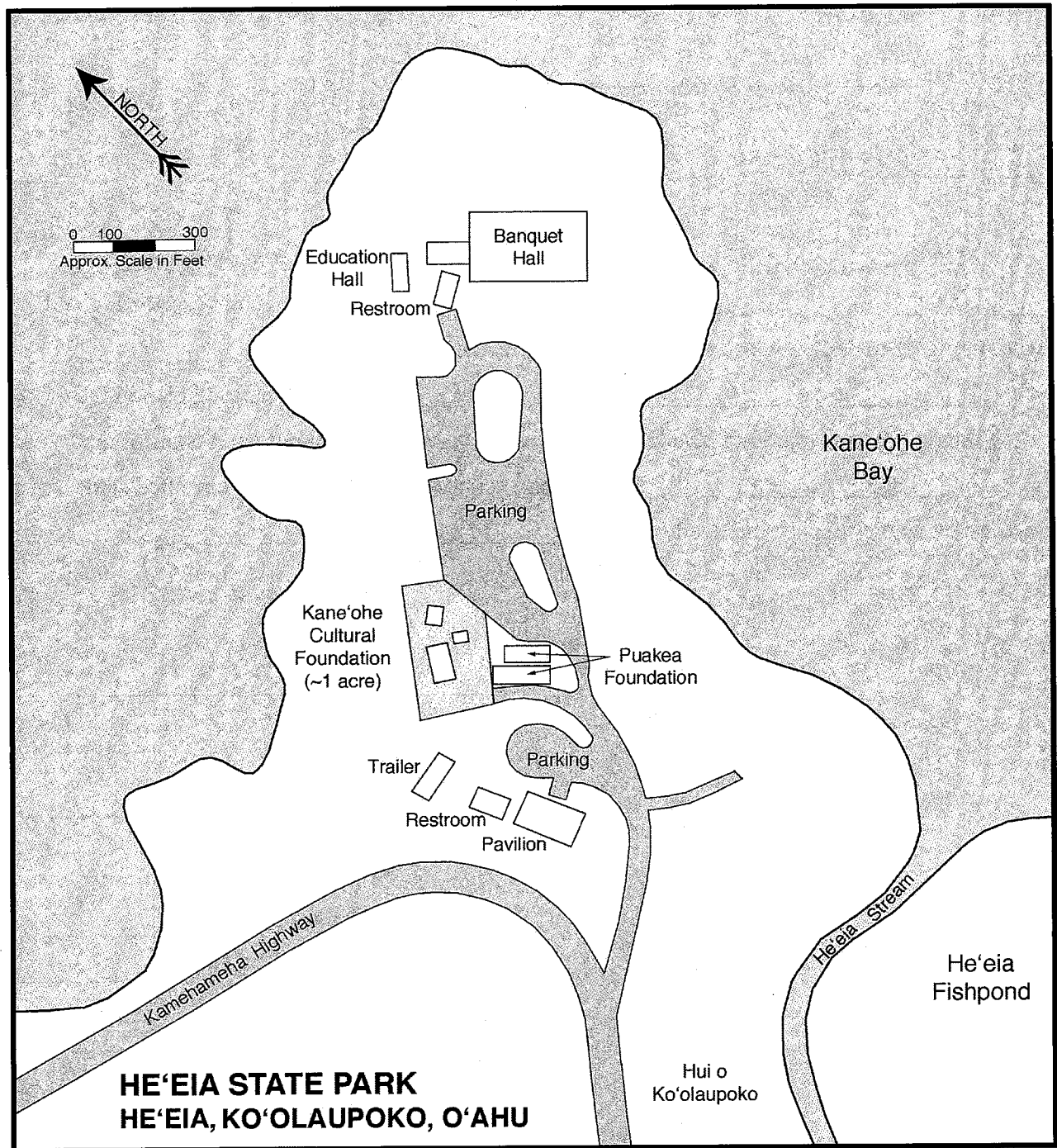
\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Print Name)*

(Notary Seal)

Notary Public, State of \_\_\_\_\_

My commission expires: \_\_\_\_\_



**ATTACHMENT 1**

One-acre site covered under this volunteer agreement with Kāne'ohē Cultural Foundation.

**AGREEMENT FACT SHEET & VOLUNTEER WAIVER**

Park/Site: \_\_\_\_\_

Name of Group or Organization: \_\_\_\_\_

Designated Volunteer Supervisor(s) and their contact numbers:

1. \_\_\_\_\_

2. \_\_\_\_\_

If you are a 501(C-3) non-profit, please include your ID number and date of incorporation:

ID No.: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Agreement: \_\_\_\_\_

List members who are regularly involved in curator activity and titles if applicable:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

7. \_\_\_\_\_

8. \_\_\_\_\_

9. \_\_\_\_\_

10. \_\_\_\_\_

11. \_\_\_\_\_

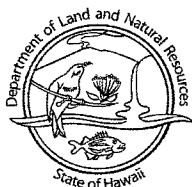
12. \_\_\_\_\_

Work Schedule:

Emergency Contacts (list names, telephone, pager or cellular numbers, in priority order):

1. \_\_\_\_\_

2. \_\_\_\_\_



**STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES**

**RELEASE OF LIABILITY**

**Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**I have requested the Department of Land and Natural Resources to allow me or my child to engage in the following activity or activities on State of Hawaii property known as the \_\_\_\_\_ (hereinafter "Park"): (Description of activity)** \_\_\_\_\_

**for a period of time starting on \_\_\_\_\_ and ending on \_\_\_\_\_. I agree and acknowledge that my or my child's SAFETY is at moderate to high risk and that I accept RESPONSIBILITY. I fully understand, and by my signature acknowledge that:**

I recognize and acknowledge that there are certain inherent risks and dangers involved with the above-described activity or activities at the Park involve certain inherent risks including but not limited to risk of possible injury or death and understand that the following conditions, hazards, or dangers may exist:

• gusty winds	• dense, tangled vegetation
• sharp and/or slippery rocks	• thorny plants
• stinging or biting insects and spiders	• work on or near steam and ocean water
• portable or no bathroom facilities	• wet or slippery roads
• no potable drinking water	• herbicides
• steep drop-offs	• paint, fuel, and oil fumes
• rugged terrain	• work in hunting area
• sharp tools	• wild animals
• lack of nearby medical facilities	• flash floods
• steep and slippery trail and river crossings	• lack of reliable communication service (including no telephone service)
• harsh weather conditions (ranging from hot and humid to wet and cold)	• diseases caused by water, air, or animal vectors

To the extent that my activities may involve the use of motorized tools, hand tools, and/or handling of herbicides, I acknowledge that there are certain inherent risks and dangers involved in such activities, which include (but are not limited to) risk of possible serious bodily injury, death, or poisoning.

Knowing that the above-described activity or activities at the Park may present certain risks and dangers to me or my child, including A RISK OF SERIOUS BODILY HARM OR DEATH, I nevertheless permit myself or my child to engage in the above-described activity or activities at the Park. I voluntarily ASSUME THE RISK OF INJURY OR LOSS created by the above-described conditions, hazards, and dangers at the Park.

With full knowledge of said conditions, hazards, and dangers, I RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS the State of Hawaii, and any and all of its officers, employees, and agents, for death or injury to me or my child or damage to or destruction of any of my or my child's property resulting from the conditions, hazards, and dangers listed above.

In consideration for allowing me or my child to engage in the above-described activity or activities at the Park which I have requested, I, for my heirs, beneficiaries, executors, and administrators, REMISE, RELEASE, AND FOREVER DISCHARGE the State of Hawaii, and any and all of its officers, employees, and agents, acting in their official capacities, from any and all claim(s), demand(s), or cause(s) of action on account of my or my child's death or personal injury or on account of any injury to my or my child's property which may occur from my or my child's negligence, hazards listed herein, or an unforeseeable event, during my or my child's activity or activities at the Park described above.

I understand and acknowledge that the provisions of Chapter 90, Hawaii Revised Statutes, do not apply to me or my child's activities at the Park.

I have read the above waiver and hereby release the State of Hawaii, its officers, employees, agents, and assigns from any and all liability that may result from my above-described activity or activities at the Park.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature of Parent or Legal Guardian: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Minor's Name(s): \_\_\_\_\_





**STATE OF HAWAI'I  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
DIVISION OF STATE PARKS**

AGREEMENT

THIS AGREEMENT, executed on the respective dates indicated below, is effective as of \_\_\_\_\_, 2019, between the Board of Land and Natural Resources, State of Hawai'i (hereafter "STATE"), whose address is 1151 Punchbowl Street, Honolulu, Hawai'i 96813, and the Puakea Foundation of Hawai'i Inc. (also referred to herein as "PF"), a Hawai'i nonprofit corporation, whose address is P.O. Box 1799, Kailua, HI 96734, for and regarding He'eia State Park ("Park"), ahupua'a of He'eia, district of Ko'olaupoko, island of O'ahu, State of Hawai'i [TMK: (1) 4-6-005:009 por.].

INTRODUCTION

The STATE is the owner of He'eia State Park. This Agreement addresses approximately a 0.5-acre site within the park under the jurisdiction of the Division of State Parks (Attachment 1). The site includes an open-air, 1,800 square foot covered pavilion and large capacity tent where koa canoes are repaired.

This agreement provides for interpretive programs and the maintenance of the facilities within the designated site. It is in the public interest and serves a public purpose. The arrangements made herein with PF will help improve and maintain the park for public use.

RESPONSIBILITIES OF PUAKEA FOUNDATION OF HAWAI'I

PF shall:

1. Coordinate all actions and activities undertaken in the execution of this Agreement with State Parks.
2. Designate a project coordinator(s) who shall coordinate all work projects on-site and ensure that all participants complete State Parks' volunteer and release of liability forms (Attachments 2 and 3) and provide the completed waiver forms to State Parks.
3. Submit an annual report of activities and volunteer hours performed under this Agreement to State Parks.
4. Use the subject property for interpretive programs focused on the relationship of Hawaiian culture to the sea and the perpetuation of koa canoe design, repair and construction. This shall

include reasonable public access to the facilities and public participation in the educational and interpretive programs. PK shall be responsible for maintenance of the pavilion building and shall keep the facility in a safe condition for public access and use.

5. Develop and implement a written training and safety plan for the use of tools, equipment, machinery, and herbicides by volunteers when removing vegetation, planting new vegetation, and maintaining the Park. The following guidelines shall be followed:
  - a. Removal of weeds and vegetation debris from the Park. Vegetation removal shall be done with minimal ground disturbance and include steps to minimize erosion and stabilize the ground surface.
  - b. Cut debris will be chipped and either used on-site in the Park or transported off-site. There is to be no burning within the Park.
  - c. Weed-eaters, machetes, lawnmowers, chainsaws, and other hand tools may be used when and where appropriate.
  - d. An herbicide with dissipation properties such as Round-up, may be used to control weeds and vegetation growth. Any herbicide used near the river/marsh/ocean shall comply with Department of Health, Clean Water Branch requirements.
  - e. Establish a safety plan, which must be reviewed and approved by State Parks prior to any work at the Park. This plan shall include the use of safety gear and protection of the public when working in the Park. Safety training and briefings are required prior to any work and use of tools by members and/or volunteers.
6. Periodically monitor the condition of the Park. Where possible, attempts shall be made to prevent vandalism and damage. Should any damage be discovered, PF will notify State Parks as soon as possible.
7. PF may prepare and implement a landscape plan to expand or alter plantings within the Park. Any planting or landscaping plan shall be reviewed and approved in writing by State Parks prior to implementation.
8. PF may prepare and install interpretive devices and displays, contingent upon prior written approval of an interpretive plan by State Parks. If a historic property is involved, prior written approval by the State Historic Preservation Division (SHPD) in accordance with Chapter 13-277, HAR is also required.
9. PF may provide educational and interpretive programs in the park, including leading interpretive tours and service projects in the park based on written interpretive plans, educational curriculum, and other materials that have been approved in writing by State Parks.

10. PF may install passive park facilities in the Park, such as benches, in compliance with an approved plan if PF receives prior written approval from State Parks and obtains all required permits.
11. With State Parks written approval, PF may retain the services of a professional archaeologist for the purposes of conducting archaeological work needed to fulfill the objectives of this agreement or to contribute to State Parks meeting the requirements of the historic preservation project review process (§6E-7 and §6E-8, HRS; Chapter 13-275, HAR). The archaeologist shall meet the professional qualifications established by §13-281-3, HAR, and hold a valid permit to conduct archaeological activities in Hawai‘i in accordance with §13-282-3, HAR. If any state funds are applied, all applicable state procurement laws shall be followed.
12. Procure, at their own cost and expense, and maintain during the entire period of this Agreement, comprehensive general liability insurance, issued by an insurance company or companies licensed or authorized to do business in the State of Hawai‘i, with an AM Best rating of not less than “A-” or other comparable and equivalent industry rating, in an amount of at least \$1,000,000 for each occurrence and \$2,000,000 aggregate, and with coverage terms acceptable to the Chairperson of the Board. The policy or policies of insurance shall name the State of Hawai‘i as an additional insured and a copy shall be filed with the State of Hawai‘i, Department of Land and Natural Resources (“DLNR”). The insurance shall cover any and all activities and responsibilities set forth in this Agreement.

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The procuring of the required policy or policies of insurance shall not be construed to limit liability under this Agreement nor to relieve or release PF of the indemnification provisions and requirements of this Agreement. Notwithstanding the policy or policies of insurance, PF shall be obligated for the full and total amount of any damage, personal injury, wrongful death, or loss arising out of, or in connection with the activities and responsibilities under this Agreement.

13. PF shall defend and indemnify the State of Hawai'i, its officers, employees, agents, and assigns, and hold each of them harmless from any claims and demands from any person(s) arising out of or based on any personal injury, death, or property damage arising directly or indirectly from the activities of its officers, members, volunteers, and contractors set forth in this Agreement. This provision shall survive the termination of this Agreement.
14. PF, their parents, subsidiaries and affiliates, successors, assigns, and members remise, release, and forever discharge the State of Hawai'i, and its officers, employees, agents, and assigns, acting in their official capacities with due diligence, from any and all claim(s), demand(s), or cause(s) of action on account of the death or injury to its officer(s) or employee(s), of the property of its officer(s) or employee(s), that may be due or attributable to the activities as set forth in this Agreement. This provision shall survive the termination of this Agreement.
15. PF, their parents, subsidiaries and affiliates, licensees, successors, assigns, and members assume all risk of bodily injury, wrongful death, and/or property damage that may be due or attributable to the activities as set forth in this Agreement and hereby waive any and all claims against the State of Hawai'i, its officers, employees, agents, and assigns.
16. Use of the Park shall be in accordance with all of the Rules and Regulations of the Division of State Parks (Chapter 13-146, HAR) and all other applicable rules and regulations of the Department of Land and Natural Resources as well as all other applicable rules, regulations and permit requirements of the City and County of Honolulu, State of Hawai'i, and Federal

Government, including requirements under HRS Chapter 343 concerning environmental and cultural review prior to any actions that would trigger compliance with this statute.

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1. DLNR, in its sole discretion, will continue to manage and be responsible for the area covered by this Agreement and may issue permits, including commercial permits, conduct archaeological and other investigative activities, install interpretive devices and regulatory signs, and implement management plans. DLNR will consult with the PF on these activities as deemed appropriate by the STATE.
2. State Parks agrees to provide information in its possession relating to the park, including but not limited to archaeological and historical information, surveys conducted of archaeological sites or features which are not of a confidential nature, environmental assessments and environmental impact statements, and plans regarding existing or proposed future uses of lands within the park. The information State Parks will provide is limited to information that is not confidential.

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#### RESTRICTIONS ON THE ROLE OF THE PUAKEA FOUNDATION OF HAWAII

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2. The STATE will make a minimum of two (2) field checks per year to see that proper maintenance is being done. If it is determined that proper maintenance is not taking place, the STATE will notify PF in writing of the problem(s) and will provide suggestions to correct the problem(s). PF will be allowed a reasonable time to correct the problem(s) and if they fail to correct the problem(s), the STATE may terminate this Agreement.

## INDIVIDUAL MEMBERS AND VOLUNTEERS OF THE PUAKEA FOUNDATION

PF shall be solely responsible for the actions of its members and volunteers who perform the responsibilities of PF under this Agreement.

## TERM & MODIFICATION OF AGREEMENT

The term of this Agreement is for a period of five (5) years beginning on the effective date of the Agreement. Either party may terminate this Agreement after providing the other party with thirty (30) days written notice. This Agreement may be amended only in writing signed by both the STATE and PF.

IN WITNESS WHEREOF, the parties have caused this Agreement to be entered into as of the date first written above.

**STATE**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Print Name)*

Chairperson  
Board of Land and Natural Resources  
\_\_\_\_\_  
*(Print Title & Organization)*

\_\_\_\_\_  
*(Date)*

**PUAKEA FOUNDATION OF HAWAI'I**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Print Name)*

\_\_\_\_\_  
*(Print Title & Organization)*

\_\_\_\_\_  
*(Date)*

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy Attorney General

Approved by the Board of Land and Natural Resources at its meeting held on \_\_\_\_\_



**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )

: SS.

\_\_\_\_\_ COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, to me known, to be the person described in and, who, being by me duly sworn, did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_, the party named in the foregoing instrument, and that he/she is authorized to sign said instrument on behalf of the \_\_\_\_\_, and acknowledges that he/she executed said instrument as the free act and deed of the \_\_\_\_\_.

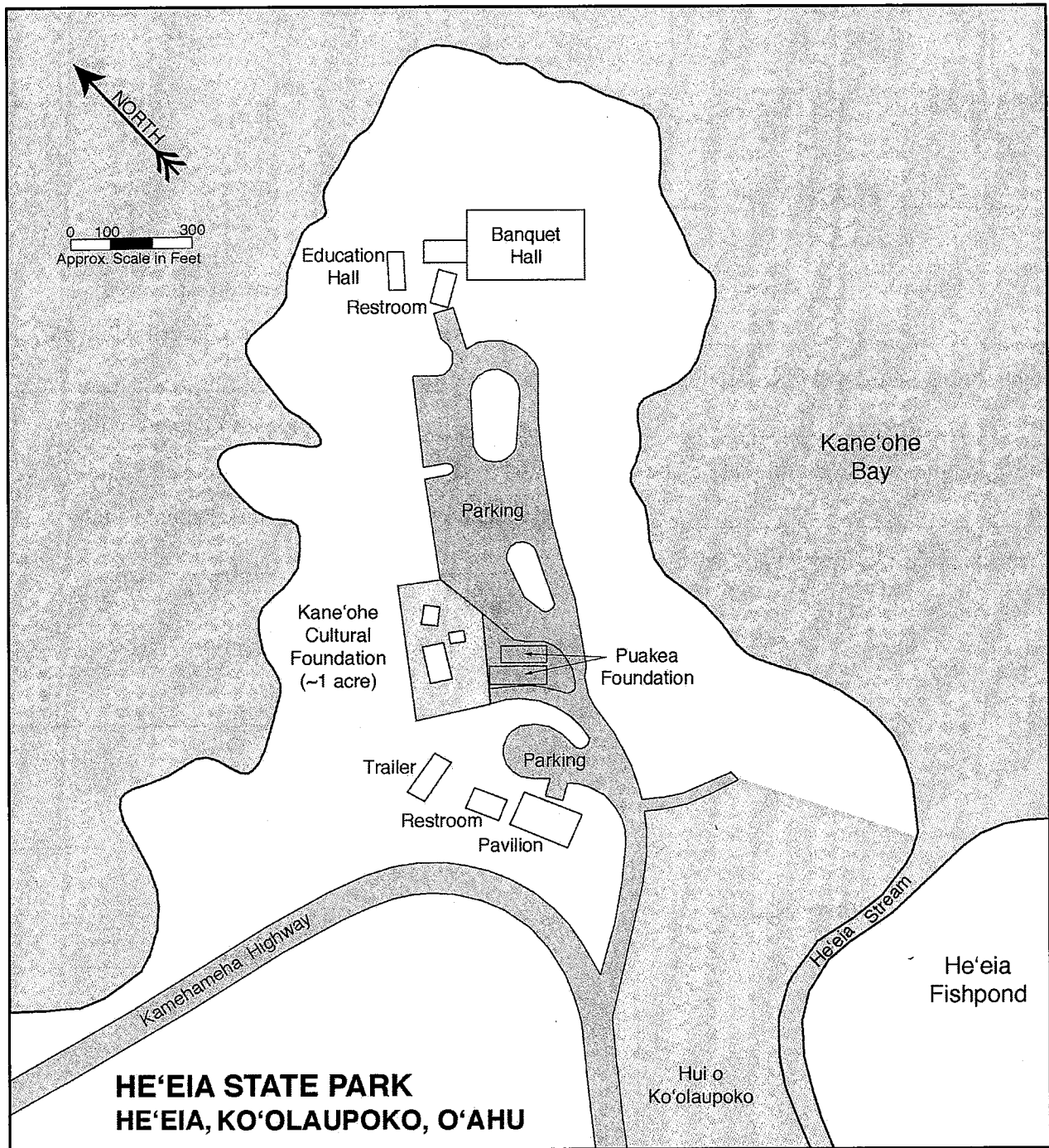
\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Print Name)*

(Notary Seal)

Notary Public, State of \_\_\_\_\_

My commission expires: \_\_\_\_\_



**ATTACHMENT 1**

Approximately 0.5-acre area covered under this agreement with the Puakea Foundation.

**AGREEMENT FACT SHEET & VOLUNTEER WAIVER**

Park/Site: \_\_\_\_\_

Name of Group or Organization: \_\_\_\_\_

Designated Volunteer Supervisor(s) and their contact numbers:

1. \_\_\_\_\_

2. \_\_\_\_\_

If you are a 501(C-3) non-profit, please include your ID number and date of incorporation:

ID No.: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Agreement: \_\_\_\_\_

List members who are regularly involved in curator activity and titles if applicable:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

7. \_\_\_\_\_

8. \_\_\_\_\_

9. \_\_\_\_\_

10. \_\_\_\_\_

11. \_\_\_\_\_

12. \_\_\_\_\_

Work Schedule:

Emergency Contacts (list names, telephone, pager or cellular numbers, in priority order):

1. \_\_\_\_\_

2. \_\_\_\_\_

**Attachment 2**



**STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES**

**RELEASE OF LIABILITY**

**Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**I have requested the Department of Land and Natural Resources to allow me or my child to engage in the following activity or activities on State of Hawaii property known as the \_\_\_\_\_ (hereinafter "Park"): (Description of activity) \_\_\_\_\_**

**for a period of time starting on \_\_\_\_\_ and ending on \_\_\_\_\_. I agree and acknowledge that my or my child's SAFETY is at moderate to high risk and that I accept RESPONSIBILITY. I fully understand, and by my signature acknowledge that:**

I recognize and acknowledge that there are certain inherent risks and dangers involved with the above-described activity or activities at the Park involve certain inherent risks including but not limited to risk of possible injury or death and understand that the following conditions, hazards, or dangers may exist:

• gusty winds	• dense, tangled vegetation
• sharp and/or slippery rocks	• thorny plants
• stinging or biting insects and spiders	• work on or near steam and ocean water
• portable or no bathroom facilities	• wet or slippery roads
• no potable drinking water	• herbicides
• steep drop-offs	• paint, fuel, and oil fumes
• rugged terrain	• work in hunting area
• sharp tools	• wild animals
• lack of nearby medical facilities	• flash floods
• steep and slippery trail and river crossings	• lack of reliable communication service (including no telephone service)
• harsh weather conditions (ranging from hot and humid to wet and cold)	• diseases caused by water, air, or animal vectors

To the extent that my activities may involve the use of motorized tools, hand tools, and/or handling of herbicides, I acknowledge that there are certain inherent risks and dangers involved in such activities, which include (but are not limited to) risk of possible serious bodily injury, death, or poisoning.

Knowing that the above-described activity or activities at the Park may present certain risks and dangers to me or my child, including A RISK OF SERIOUS BODILY HARM OR DEATH, I nevertheless permit myself or my child to engage in the above-described activity or activities at the Park. I voluntarily ASSUME THE RISK OF INJURY OR LOSS created by the above-described conditions, hazards, and dangers at the Park.

With full knowledge of said conditions, hazards, and dangers, I RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS the State of Hawaii, and any and all of its officers, employees, and agents, for death or injury to me or my child or damage to or destruction of any of my or my child's property resulting from the conditions, hazards, and dangers listed above.

In consideration for allowing me or my child to engage in the above-described activity or activities at the Park which I have requested, I, for my heirs, beneficiaries, executors, and administrators, REMISE, RELEASE, AND FOREVER DISCHARGE the State of Hawaii, and any and all of its officers, employees, and agents, acting in their official capacities, from any and all claim(s), demand(s), or cause(s) of action on account of my or my child's death or personal injury or on account of any injury to my or my child's property which may occur from my or my child's negligence, hazards listed herein, or an unforeseeable event, during my or my child's activity or activities at the Park described above.

I understand and acknowledge that the provisions of Chapter 90, Hawaii Revised Statutes, do not apply to me or my child's activities at the Park.

I have read the above waiver and hereby release the State of Hawaii, its officers, employees, agents, and assigns from any and all liability that may result from my above-described activity or activities at the Park.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature of Parent or Legal Guardian: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Minor's Name(s): \_\_\_\_\_

