

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

October 14, 2022

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

O'ahu

SUBJECT: Establish Volunteer Agreement with the 'Āina Wellness Academy at Makiki Valley State Recreation Area, Honolulu, O'ahu, TMK: (1) 2-5-019:019 por.

PURPOSE: Approval for the Department of Land and Natural Resources (DLNR) to enter into a 5-year volunteer agreement with the 'Āina Wellness Academy (AWA) for AWA to assist with cultural landscape restoration within a portion of Makiki Valley State Recreation Area.

LOCATION: Makiki Valley State Recreation Area (SRA), Makiki Ahupua'a, Honolulu (Kona) District, Island of O'ahu. TMK: (1) 2-5-019:019 por.

AREA: Volunteer agreement will encompass an area of approximately 1.8 acres within the larger park area of about 20 acres. The volunteer site is situated between the Hawai'i Nature Center and Hālau Kū Māna Public Charter School adjacent to Makiki Stream.

ZONING: State Land Use District: Conservation District, Resource Subzone
County of Honolulu: P-1 Restricted Preservation District

TRUST LAND STATUS:
Section 5(b) lands of the Hawai'i Admission Act
DHHL 30% entitlement lands pursuant to the Hawai'i Constitution: NO

CHAPTER 343 ENVIRONMENTAL ASSESSMENT:
In accordance with Hawai'i Administrative Rules (HAR) §11-200.1-15 and the Exemption List for the Department of Land and Natural Resources concurred by the Environmental Council on November 10, 2020, the subject request is exempt from the preparation of an environmental assessment pursuant to the following:

Exemption Type 1: Operations, repairs or maintenance of existing structures, facilities, equipment, or topographical features, involving minor expansion or minor change of use beyond that previously existing. More specifically, Part 1, Item 19: Replacement or renovation of existing landscaping or vegetation.

ITEM E-1

Exemption Type 4, Part 1, Item 3: Removal of invasive vegetation utilizing cutting, mowing, and application of federal and state approved herbicides in conformance with label instructions.

Exemption Type 4, Part 1, Item 5: Establish temporary or permanent vegetative cover including trees, shrubs, grasses, and sod for landscaping, reforestation, soil stabilization, watershed protection, native wildlife habitat, native ecosystem restoration, and rare plant preservation.

CURRENT USE STATUS:

The land under the volunteer agreement corresponds to Parcel 1 consisting of 1.8 acres between Makiki Stream and the park road (Exhibit A). Parcel 1 is encompassed under the lease to Māna Maoli for the operation of Hālau Kū Māna Public Charter School (General Lease S-SP 507, 2007-2037). The school is not actively using most of the area being requested by AWA but there is an area of approximately 0.5 acre that will be a shared use by AWA and the school (Exhibit B).

CHARACTER OF USE:

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 DLNR outline the responsibilities of the volunteer organization for a 5-year term.

Makiki Valley SRA was established in 1979 and includes approximately 20 acres on the west side of Makiki Stream between the Division of Forestry and Wildlife (DOFAW) baseyard (mauka) and the Board of Water Supply Pump Station (makai). A portion of the upper 10 acres of the park parcel is leased to the Hawai'i Nature Center to operate environmental education programs while most of the lower 10 acres is leased to Hālau Kū Māna Public Charter School. The park is adjacent to the Maunalaha Housesites, and several houses are adjacent to Makiki Stream and the park. Makai of the school buildings, the park is an open space, green belt between Makiki Heights Drive and Makiki Stream.

BACKGROUND:

Since 2004, Joslyn Kaawa, a Maunalaha resident who resides in a house across Makiki Stream from the park (Lot 26), has held various volunteer agreements with DLNR and State Parks to assist with the maintenance and landscape restoration of the park area across the stream from her property. Much of the park area was in kalo cultivation during the pre-contact and early contact period, circa A.D. 1300-1800, and remnants of the stepped earthen terraces and 'auwai have been recorded in the park area. Today, the terraces are covered by grass lawn with planted trees and picnic tables. The trees in the

park are part of DOFAW's arboretum from the mid-1900s while some other vegetation reflects the former privately owned nursery, circa 1964-1984.

Through the previous agreements, Ms. Kaawa has initiated efforts to selectively remove alien vegetation in consultation with DOFAW and to plant native and Polynesian-introduced species that would reflect the cultural history of the area. Her goal has been to promote awareness and respect for the sites and cultural history of this portion of Makiki Valley.

In July 2021, Ms. Kaawa established the 'Āina Wellness Academy (AWA), a public charity 501(c)(3) non-profit corporation. The mission of AWA is to preserve, protect, and perpetuate Hawai'i's natural resources for families to learn from and grow. The focus of the agreement at Makiki SRA is the restoration of the historic lo'i kalo and promotion of associated cultural knowledge and practices through volunteer workdays, organized cultural classes, and expanded native plant projects with 'ohana, the community, schools, and cultural organizations. AWA proposes to develop and implement a cultural landscape plan that will incorporate native plantings, lo'i restoration, and plant signs. To develop and expand interpretation of the park area, AWA will continue to research and document kūpuna stories, historic literature and maps, and archaeological findings. The interpretive program will be accessible through onsite and virtual tours.

STAFF COMMENTS:

The Draft Volunteer Agreement includes standard conditions such as insurance and safety plans as well as some conditions specific to this site and the projects being proposed (Exhibit C). Staff believes the following conditions are especially important:

Because AWA will be working in area with archaeological sites, staff recommends that AWA collaborate with the State Parks archaeologists or other qualified archaeologists to map the sites in the area as vegetation is removed and prior to ground disturbance. The agricultural terraces, rock alignments, and other features shall not be altered or modified without an approved restoration and preservation plan. State Parks archaeologists will coordinate with AWA to ensure that all applicable State historic preservation laws (HRS §6E) and rules (HAR §13-275) are followed, and approvals have been obtained from the State Historic Preservation Division.

Because Ms. Kaawa and AWA have not previously prepared a cultural landscape plan for the area, State Parks recommends that such a plan should be prepared, reviewed, and approved by State Parks prior to any further clearing and planting. This plan should also be developed in consultation with DOFAW to address the trees from the arboretum.

State Parks recommends that AWA continue to have discussions with Māna Maoli and Hālau Kū Māna about the shared use of a portion of the area under the lease. These parties are developing a Memorandum of Understanding (MOU) to better define the details of the shared use of approximately 0.5 acre (refer to Exhibit B maps).

As a public park, the area must be kept clean and without obstruction to public access and use. Therefore, State Parks recommends that the placement of any vehicles or structures on the property must have prior approval of State Parks.

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 a 5-year agreement with 'Āina Wellness Academy for a portion of Makiki Valley SRA subject to the following conditions:

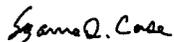
1. An archaeological mapping of the historic lo'i walls shall be completed before any ground disturbance occurs. If there are any plans to restore or alter the historic property, AWA and State Parks will prepare a restoration and preservation plan for review and approval by the State Historic Preservation Division.
2. AWA shall prepare a cultural landscape plan that addresses vegetation removal, new plantings, and any other elements such as plant signs, interpretive signs, and temporary structures for the storage of tools and equipment.
3. Review and approval of the agreement by the Department of the Attorney General.
4. Amendments and renewals of the volunteer agreement are delegated to the Chairperson.
5. 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
State Parks Administrator

APPROVED FOR SUBMITTAL:



SUZANNE CASE
Chairperson
Department of Land and Natural Resources

Exhibit A: Map of Makiki Park Area under Lease
Exhibit B: Maps of the Volunteer Agreement Area
Exhibit C: Draft Agreement

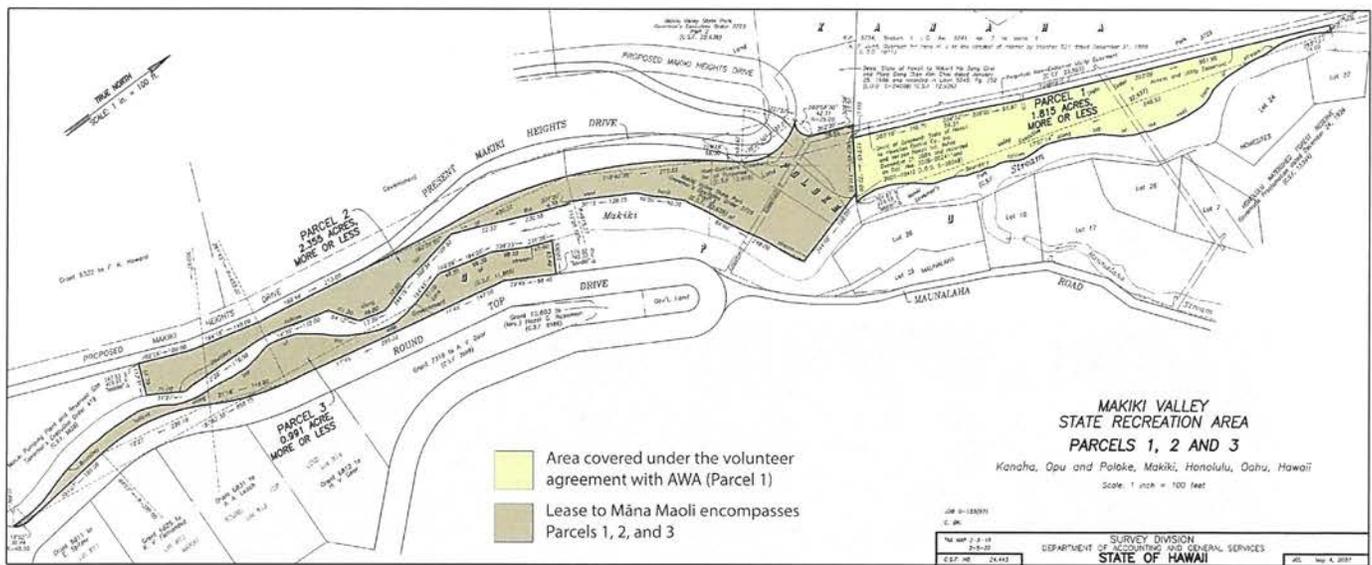


EXHIBIT A
Map of lower (makai) portion of Makiki Valley State Recreation Area showing areas under lease and portion encompassed under the volunteer agreement.

Volunteer Agreement for Makiki Valley SRA
 October 14, 2022

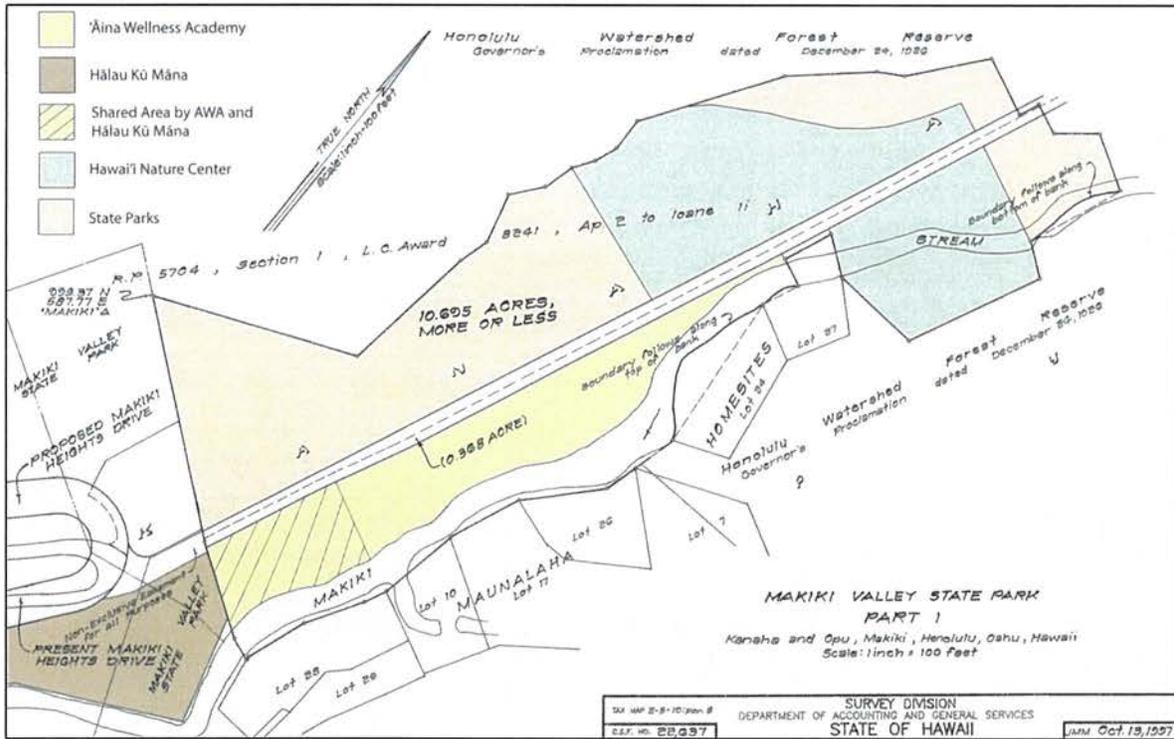


EXHIBIT B

Maps of the area covered under the volunteer agreement with 'Āina Wellness Academy and the shared area with Hālau Kū Māna Public Charter School.

**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 _____, 202__, 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 Āina Wellness Academy (also referred to herein as "AWA"), a Hawai'i nonprofit corporation, whose address is 1221 Makiki Heights Drive, Honolulu, Hawai'i 96822, for and regarding Portion of Makiki Valley State Recreation Area ("Park"), ahupua'a of Makiki, district of Honolulu (Kona), island of O'ahu, State of Hawai'i [TMK: (1) 2-5-019:019 por.].

INTRODUCTION

The STATE is the owner of Makiki Valley State Recreation Area. This Agreement specifically addresses approximately 1.8 acres of the property under the jurisdiction of the Division of State Parks and encompassed within General Lease SP-507 to Hālau Kū Māna Public Charter School (Attachment 1).

RESPONSIBILITIES OF ĀINA WELLNESS ACADEMY (AWA)

AWA 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. Develop and implement a program for the 1.8-acre site that includes cultural landscape restoration, interpretive materials, and educational/cultural events. More specifically, AWA will remove alien vegetation and plant culturally appropriate native and Polynesian-introduced plants, develop virtual and on-site tours and programs that share the cultural history and

practices of the Makiki Valley area, install interpretive signs that promote respect and understanding of the history and culture, and host workdays and cultural/education events to promote community participation.

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, AWA will notify State Parks as soon as possible.
7. AWA 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. AWA 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. AWA 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. AWA may install passive park facilities in the Park, such as benches, in compliance with an approved plan if AWA receives prior written approval from State Parks and obtains all required permits.
11. With State Parks written approval, AWA 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, AWA 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, AWA 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 AWA 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 AWA 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 AWA in writing of changes in the insurance requirements and AWA 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 AWA of the indemnification provisions and requirements of this Agreement. Notwithstanding the policy or policies of insurance, AWA 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. AWA 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. AWA, 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. AWA, 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 (County), 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. AWA 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. AWA will perform all duties and responsibilities without pay from the STATE.

SPECIAL CONDITIONS

AWA 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 AWA 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 (ORGANIZATION)

1. Tasks not specified in this Agreement may not be undertaken. AWA 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 AWA to help protect the Park resources covered by this Agreement and to help provide public access for the park's visitors. AWA is not the owner of the Park and cannot restrict access.

CHECKS TO ENSURE PROPER CURATION

1. AWA 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 AWA. AWA 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 AWA in writing of the problem(s) and will provide suggestions to correct

the problem(s). AWA 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 'ĀINA WELLNESS ACADEMY

AWA shall be solely responsible for the actions of its members and volunteers who perform the responsibilities of AWA 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 AWA.

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)

ORGANIZATION

(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 _____.

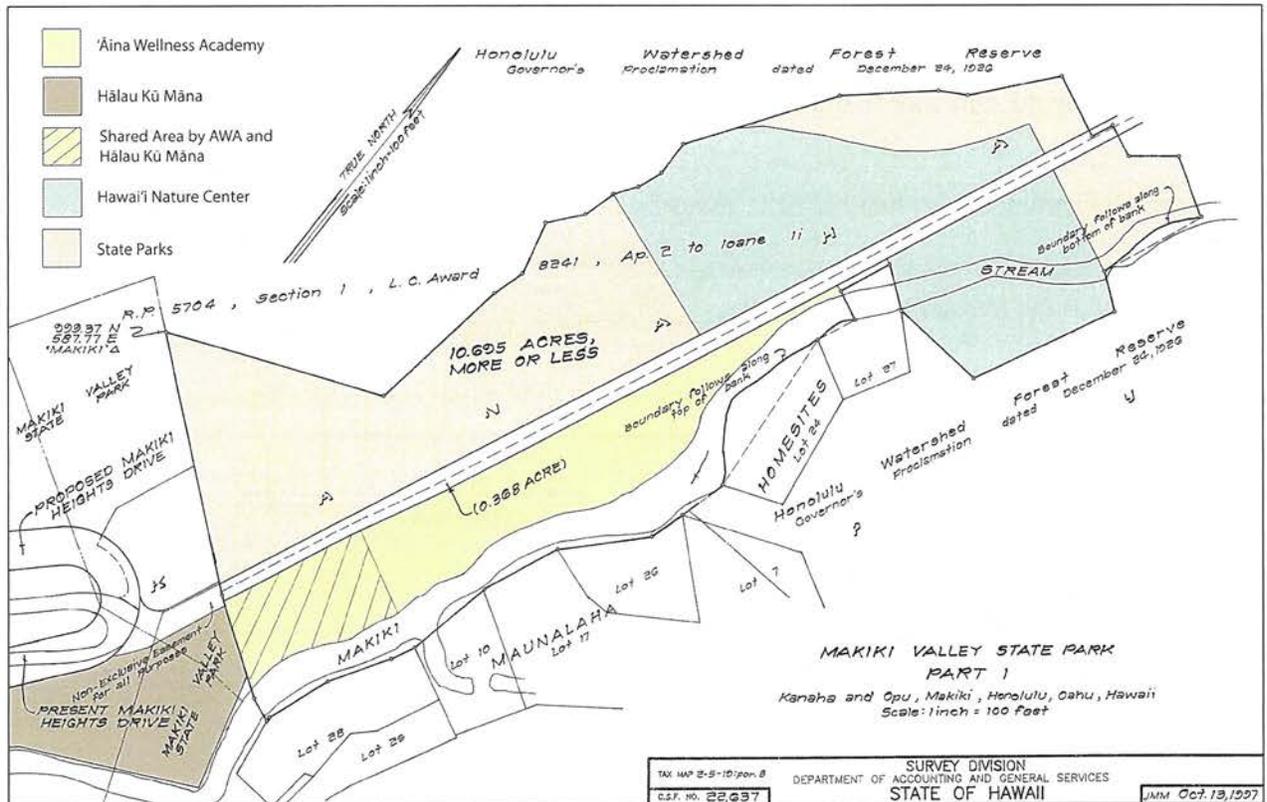
(Signature)

(Print Name)

(Notary Seal)

Notary Public, State of _____

My commission expires: _____



ATTACHMENT 1

Map of the 1.8-acre site covered under the agreement including the shared are with Hālau Kū Māna Public Charter School.

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): _____

