

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 808Cleanups at Kaiwi State Scenic Shoreline, Maunalua, O'ahu, TMK: (1) 3-9-011:006 por.

PURPOSE: Approval for the Department of Land and Natural Resources (DLNR) to enter into a 5-year volunteer agreement with 808Cleanups to assist with sand dune stabilization and habitat restoration within a portion of Kaiwi State Scenic Shoreline.

LOCATION: Kaiwi State Scenic Shoreline (SSS), Maunalua Ahupua'a, Honolulu (Kona) District, Island of O'ahu. TMK: (1) 3-9-011:006 por.

AREA: Volunteer agreement will encompass an area of approximately 15 acres within the larger park area of over 300 acres. The volunteer site is at the west end of the park, adjacent to a City & County of Honolulu parcel east of Sandy Beach Park.

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

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:

A Master Plan and Final Environmental Impact Statement (FEIS) were prepared for Kaiwi State Scenic Shoreline in 1996. The plan emphasized an accessible natural open space along this western coastline of O'ahu and a continuum of the City and County of Honolulu's Koko Crater Regional Park. Proposed development was minimal to retain the scenic vistas as reflected in the more recent designation of the Maunalua-Makapu'u Scenic Byway. The preservation of the coastal native vegetation strand was recognized as a priority and the project proposed under this volunteer agreement will assist in this effort by selectively clearing alien vegetation, planting native species, and enhancing the view corridors along the shoreline and from the highway.

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 also 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.

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:

In 2001, Governor's Executive Order 3879 set aside 344 acres to DLNR, Division of State Parks for a public purpose and to retain the open spaces and scenic vistas along the Kaiwi shoreline. The park includes the Makapu'u Trail, Makapu'u Lookout, and the Kaiwi shoreline and provides recreational opportunities for beach activities, hiking, biking, fishing, diving, and surfing. Schools and community groups also use the park for interpretive hikes and service projects. The U.S. Coast Guard retained a 0.11-acre parcel at the Makapu'u summit for operating and maintaining the Makapu'u Lighthouse.

#### 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 the Department of Land and Natural Resources (DLNR) outline the responsibilities of the volunteer organization for a 5-year term.

This volunteer agreement addresses the southernmost shoreline of the park between Kalaniana'ole Highway and the ocean in the area known as Wāwāmalu (Exhibit A). More specifically, the 15 acres under the agreement correspond to Kaloko Point. Kaloko Inlet separates Kaloko Point from Ka'ili'ili Point to the north. To the south is Sandy Beach Park, part of the City's Koko Crater Regional District.

## BACKGROUND:

The Kaiwi shoreline is part of the Wāwāmalu coastal plain, a relatively level area in the lower portion of Kealakipapa Valley. Wāwāmalu was a populous village known for the growing of sweet potato and yam. In the 1820s, the beach sandalwood was harvested, and the cleared area was used to expand the cultivation of sweet potato that was sold to the whaling ships. As farmers began abandoning the fields in the late 1800s, cattle ranchers moved into the area. Wāwāmalu Ranch was established by Alan Davis in 1932 and lasted until the tsunami of 1946 with some remnants of the ranch still found at Kaloko and Ka'ili'ili. The major alteration of this Kaiwi shoreline occurred between 1959 and 1964 when Hawaii Kai Development Corporation under Henry J. Kaiser received development rights for portions of the Bishop Estate property that included the Kaiwi coastline. This included the removal of vegetation, bulldozing of roads, dumping of boulders, and construction or alteration of the inlets.

Today, the Kaiwi coastline is marked by a rocky shoreline with several small white sand beaches, sand dune remnants, and estuarine and marine wetland ecosystems with native and endangered species. The sand dunes have native and endangered plants, such as 'ohai (*Sesbania tomentosa*), which are an important part of the dune habitat as they are a vital foraging resource for the endangered, yellow-faced bee (*Hylaeus spp.*). Shorebirds and migratory birds, such as 'ūlili (*Tringa Incana*) and kolea (*Pluvialis Fulva*), also forage on the intertidal shoreline. This strand is an important resting and pupping site for the Hawaiian monk seals (*Monachus schauinslandi*), which are critically endangered. The inlets of this coastal park are used by green sea turtles (*Chelonia mydas*) for hauling and foraging on various native limu (algae spp.), and they act as a nursery for shoreline and benthic fry and other marine life. This section of the park is heavily threatened by invasive plant and invertebrate species, as well as human disturbances including but not limited to fires, off-roading, camping, and moving rocks and coral that may have cultural significance or serve as habitat for endangered invertebrate.

808Cleanups began working at Kaiwi SSS in 2015 in response to the severe abuse of the area. Pallet bonfires were a major problem and most of the early years was spent removing 1,933.5 pounds of pallet nails, screws, glass, and coals from the park. In addition, outreach sought to educate the public about the damage being caused by these fires. Through the Adopt-A-Park program, 808 Cleanups has been performing weekly workdays with community volunteers that include outreach, invasive plant removal, litter clean-up, and graffiti removal. The success of the cleanups and positive outreach has allowed 808Cleanups to turn their focus to a more long-term goal of native habitat restoration. Their most recent projects involve the improvement of native habitat in collaboration with State Parks, Division of Forestry and Wildlife (DOFAW), and U.S. Fish and Wildlife Service (USFWS). This has involved the removal of buffelgrass (*Cenchrus ciliaris*), koa haole (*Leucaena leucocephala*), kiawe (*Prosopis pallida*), mangrove, and others non-native plants. Additional projects include out-planting native species, seed scattering, assisting with maintenance and installation of symbolic fencing and signs, and facilitating environmental/cultural education to youth groups and organizations.

808 Cleanups is a 501(c)(3) non-profit organization founded and based in Honolulu since 2014. They support approximately 7,000 volunteers per year. As of May 2022, they have conducted 1,759 stewardship events as well as supported volunteers with an additional 8,459 Adopt-a-Site stewardship activities. These activities have thus far removed 762,385 lbs. of rubbish from the open environment and cleared 692,113 sq. ft. of invasive plants. All of the data is entered and tracked using their 808 Cleanups App released in May 2019. This app has been a tremendous tool both in data tracking and community outreach, making it very easy to advertise and recruit potential volunteers. Additionally, this resource is shared with State Parks to host their own events and acquire useful data.

#### 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 B). Staff believes the following conditions are especially important:

Because 808Cleanups will be working in an area with endangered species, staff recommends that 808Cleanups be required to develop a work plan and coordinate with State Parks staff and partnering divisions and agencies to identify potential work areas and methods that do not impact critical habitat.

808Cleanups will be working near sensitive resources that are currently delineated with symbolic fencing and therefore, staff recommends that 808Cleanups be required to notify State Parks when the work area expands into symbolic fenced areas, prior to any ground disturbance.

808Cleanups has prepared a draft landscape plan for the area and State Parks recommends that such plan be fully rendered, reviewed, and approved by State Parks prior to any new clearing and planting. As a public park, the work area and trails must be kept clear of debris and not obstruct public access and use of the coastline.

#### 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 808Cleanups for a portion of Kaiwi SSS subject to the following conditions:

1. A work plan and final landscape plan shall be prepared and approved by State Parks. These plans shall address vegetation removal, new plantings, restoration methods, water catchment, symbolic fencing, and signage.
2. Review and approval of the agreement by the Department of the Attorney General.

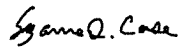
3. Amendments and renewals of the volunteer agreement are delegated to the Chairperson.
4. And such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

Respectfully submitted,

: 

CURT A. COTTRELL  
State Parks Administrator

APPROVED FOR SUBMITTAL:



SUZANNE CASE  
Chairperson  
Department of Land and Natural Resources

Exhibit A: Map of Area  
Exhibit B: Draft Agreement

Volunteer Agreement for Kaiwi State Scenic Shoreline  
October 14, 2022



EXHIBIT A

Area under this volunteer agreement encompasses 15 acres at Kaloko Point within Kaiwi State Scenic Shoreline.

**STATE OF HAWAII  
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 808Cleanups (also referred to herein as "808"), a Hawai'i nonprofit corporation, whose address is 2569 Ipulei Way Honolulu, HI 96816, for and regarding Portion of Kaiwi State Scenic Shoreline ("Park"), ahupua'a of Maunaloa, district of Honolulu (Kona), island of O'ahu, State of Hawai'i [TMK: (1) 3-9-011:006 por.].

INTRODUCTION

The STATE is the owner of Kaiwi State Scenic Shoreline. This Agreement specifically addresses approximately 15 acres of the property under the jurisdiction of the Department of Land and Natural Resources, Division of State Parks.

RESPONSIBILITIES OF 808CLEANUPS (808)

808 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 15-acre site that includes habitat restoration, symbolic fencing, interpretive materials, outreach and educational/cultural events. More specifically, 808 will remove alien vegetation and work with State Parks and other partners to plant appropriate native plants, develop virtual and on-site programs that share the ecological/cultural history and practices of the Kaiwi area with community involvement.

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, 808 will notify State Parks as soon as possible.
7. 808 may prepare and implement a final 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. 808 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. 808 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. 808 may install passive park facilities in the Park, such as benches, in compliance with an approved plan if 808 receives prior written approval from State Parks and obtains all required permits.



11. With State Parks written approval, 808 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, 808 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, 808 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 808 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 808 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 808 in writing of changes in the insurance requirements and 808 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 808 of the indemnification provisions and requirements of this Agreement. Notwithstanding the policy or policies of insurance, 808 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. 808 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. 808, 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. 808, 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. 808 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. 808 will perform all duties and responsibilities without pay from the STATE.

#### SPECIAL CONDITIONS

808 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 808 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 808CLEANUPS

1. Tasks not specified in this Agreement may not be undertaken. 808 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 808 to help protect the Park resources covered by this Agreement and to help provide public access for the park's visitors. 808 is not the owner of the Park and cannot restrict access.

#### CHECKS TO ENSURE PROPER CURATION

1. 808 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 808. 808 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 808 in writing of the problem(s) and will provide suggestions to correct the problem(s). 808 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 808CLEANUPS

808 shall be solely responsible for the actions of its members and volunteers who perform the responsibilities of 808 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 808.

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)*

#### **808 CLEANUPS**

\_\_\_\_\_  
*(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 \_\_\_\_\_

\_\_\_\_\_  
*Agreement for Portion of Kaiwi State Scenic Shoreline, O'ahu*

**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 \_\_\_\_\_.

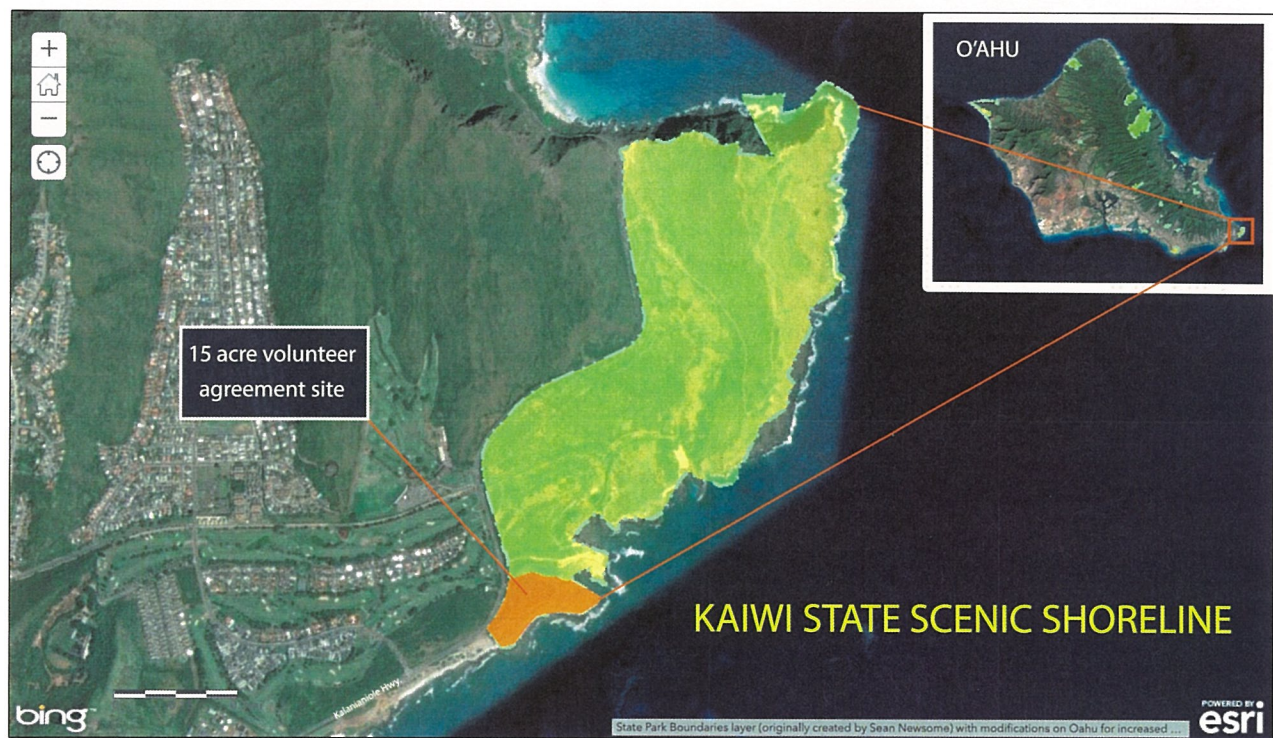
\_\_\_\_\_  
(Signature)

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

(Notary Seal)

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

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



#### ATTACHMENT 1

Map of the 15-acre area within Kaiwi State Scenic Shoreline covered under this agreement.

**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): \_\_\_\_\_