

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 Kauluakalana at Ulupō Heiau State Historical Park, Kailua, O'ahu, TMK: (1) 4-2-103:018 and 035 por.

**PURPOSE:** Approval for the Department of Land and Natural Resources (DLNR) to enter into a 5-year volunteer agreement with Kauluakalana for Kauluakalana to assist with cultural landscape restoration and educational programs within a portion of Ulupō Heiau State Historical Park.

**LOCATION:** Ulupō Heiau State Historical Park (SHP), Kailua Ahupua'a, Ko'olaupoko District, Island of O'ahu. TMK: (1) 4-2-103:018 and 035 por.

**AREA:** Volunteer agreement will encompass approximately 7 acres within the larger park area of 28.9 acres. The volunteer site includes Ulupō Heiau (1.4 acre) and the park land adjacent to the Kawainui State Wildlife Sanctuary and the Kailua Methodist Church (Exhibit A).

**ZONING:** State Land Use District: Urban  
County of Honolulu: Preservation (P-2) and Residential (R-5)

**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:**

Ulupō Heiau SHP was included in the Final Environmental Impact Study (FEIS) prepared for the Kawainui-Hāmākua Master Plan Project in 2020. The work being proposed under this volunteer agreement conforms to the cultural landscape restoration proposed in the Master Plan and FEIS, including removal of alien vegetation, creating and maintaining lo'i kalo, continued restoration of the nearby wetland area, and replanting the area with native and Polynesian-introduced plants. The FEIS also addresses the possibility of constructing a small plant nursery, building a traditional hālau for cultural demonstrations, and developing a trail system for public visitation.

Many of these activities are also exempt from the preparation of an environmental assessment in accordance with Hawai'i Administrative Rules (HAR) §11-200.1-15 addressed in the Exemption List for the Department of Land and Natural Resources concurred by the Environmental Council on November 10, 2020.

#### CURRENT USE STATUS:

In 2003, Governor's Executive Order 4013 set aside 28.936 acres to DLNR, Division of State Parks for a public purpose. State Parks efforts have focused on preserving Ulupō Heiau, managing and interpreting the site, and creating an open space buffer around the heiau to maintain the historical and cultural setting of the site. There has been no park development or construction of structures on the property. Public access and parking are provided through easements and coordination with the Windward YMCA.

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

Since 1987, State Parks has partnered with several Hawaiian organizations at Ulupō Heiau. The concept of cultural landscape restoration was initiated with the removal of hau and banyan trees that covered much of the land adjacent to the heiau. Lo'i kalo were established and native and Polynesian plants were planted as the alien vegetation was removed. A Cultural Resource Management and Landscape Plan was prepared in 2011 by State Parks and the various curator organizations of Ulupō Heiau with input from the cultural community. This plan recognized the previous efforts and created the framework for the restoration work conducted over the past 10 years. Educational programs and opportunities for community involvement have been conducted in association with the physical restoration work.

Ulupō Heiau SHP is surrounded by the Windward YMCA on two sides (north and east), private residences on the south, and the Kawainui State Wildlife Sanctuary on the west. DLNR, State Parks has been working with the YMCA to acquire 3.2 acres adjacent to the heiau for the long-term preservation of an open space buffer around the heiau.

#### BACKGROUND:

Beginning in 1987, the Kailua Hawaiian Civic Club entered into a volunteer agreement with State Parks to assist with the maintenance of the heiau and the adjacent grounds. For 30 years, KHCC took the lead in caring for the site with the assistance of other Hawaiian organizations such as 'Ahahui Mālama I Ka Lōkahi and Pa Ku'i A Holo.

In 2017, KHCC asked to pass the stewardship of Ulupō Heiau to Hika'alani, a Hawaiian non-profit organization formed in 2010 to promote stewardship and learning of Hawaiian culture in Kailua and offer programs at Kawainui where the community could learn about the cultural history of Hawai'i and cultural traditions could be perpetuated. Hika'alani has been very successful in obtaining grants to carry out this mission at Ulupō Heiau, including being able to hire staff who have expanded the cultural landscape restoration, developed new community outreach programs, and offered educational programs for schools.

Kaleo Wong has been the director of the programs and projects conducted by Hika'alani at Ulupō Heiau since 2015. Then in 2019, with the support and encouragement of Hika'alani, he created Kauluakalana, a non-profit organization with the mission of restoring and growing healthy relationships between people and place through the aloha 'āina practices that include the retelling of the Kailua stories, replanting and eating of ancestral foods, and caring for the sacred sites, lands, and waters of the Kailua Ahupua'a. Kauluakalana is committed to fulfilling their mission through two interlocking, community-based activities: 'Āina Education and 'Āina Restoration. Through a community-based approach to land stewardship that is culturally-grounded and scientifically-sound, their work aims to enhance the ecological integrity of our lands and waters as well as the vibrancy of our Kailua community as whole.

For close to a decade, Kauluakalana has engaged thousands of members of the community in these two activities at Ulupō Heiau SHP, reuniting people and place and transforming land back to 'āina that can feed people once again. The area of land around Ulupō Heiau and along the banks of Kawainui are now cultivated in over 42 lo'i kalo and māla 'ai (food gardens). Kauluakalana has also developed trusted, long-lasting partnerships with neighborhood schools as well as students, researchers, and professors from the University of Hawai'i at Mānoa. For example, in the beginning of 2020, Kauluakalana engaged with 8 of the 11 DOE schools in Kailua and have continued to nurture and expand these relationships, leading to many very rewarding partnerships with specific schools like Ka'elepulu Elementary and Mālama Honua Public Charter School that involve not only field trips for students to the site but also presentations and lessons by Kauluakalana staff in the classroom and professional development for administrators, teachers, and staff.

Kauluakalana has secured funding to support these 'āina restoration and education efforts from both private foundations (e.g., Castle Foundation and Kamehameha Schools) and government entities (e.g., Hawai'i Tourism Authority). The community-based Kawainui wetland ecosystem restoration project being undertaken by Kauluakalana was recently funded by the Laura Jane Musser Fund, a national foundation that awards projects across the United States. Most recently, Kauluakalana was awarded an Historic Hawai'i Foundation Grant, one of only three awardees across Hawai'i, as part of their Native Hawaiian Organization Preservation Stewardship Program in cooperation with the National Park Service. This grant will support a community-based, stewardship training project in order to directly respond to the preservation needs of the two most historically and culturally significant wahi pana in the ahupua'a of Kailua: Ulupō Heiau and Kawainui fishpond.

Kauluakalana's vision for the stewardship of Ulupō Heiau SHP over the next five years is to continue to revitalize its waters, re-cultivate its agricultural lands, and restore its native habitats, all the while continuing to transform Ulupō Heiau back into a piko, or center of stewardship and learning in Kailua where they can continue culturally-rich 'āina education programming, providing access to schools, community groups, cultural practitioners, and the broader community. This vision will include activities such as monthly community workdays, regular 'āina learning experiences for specific groups like schools, professional development days for teachers, and family cultural restoration projects. Projects and community events will continue to focus on cultivating kalo and other food crops in both lo'i and māla 'ai, invasive species mitigation and predator control, native species recultivation, and wetland habitation restoration.

#### 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 Kauluakalana will be working in an area with archaeological sites, staff recommends that Kauluakalana coordinate with the State Parks archaeologists or other qualified archaeologists to document the sites that may be exposed during vegetation clearing and to record all the changes made at the site, including the building of rock walls, opening of new lo'i kalo, and designation of an imu area. State Parks archaeologists will coordinate efforts with Kauluakalana 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 the Cultural Resource Management and Landscape Plan is now over 10 years old, staff recommends that Kauluakalana and State Parks collaborate on an update of the plan that documents work that has been accomplished as well as future plans for the area.

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 temporary structures, signs, or other features 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 Kauluakalana for a portion of Ulupō Heiau SHP subject to the following conditions:

1. Kauluakalana and State Parks shall update an archaeological mapping of the historic properties and document the modifications to the site prior to any new ground disturbance. If there are any plans to restore or alter the historic property, Kauluakalana and State Parks will prepare an archaeological inventory survey and a restoration and preservation plan for review and approval by the State Historic Preservation Division.
2. Kauluakalana and State Parks shall update the Cultural Resources Management and Landscape Plan to address the projects and programs envisioned for the next 5+ years.
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 Area  
Exhibit B: Draft Agreement



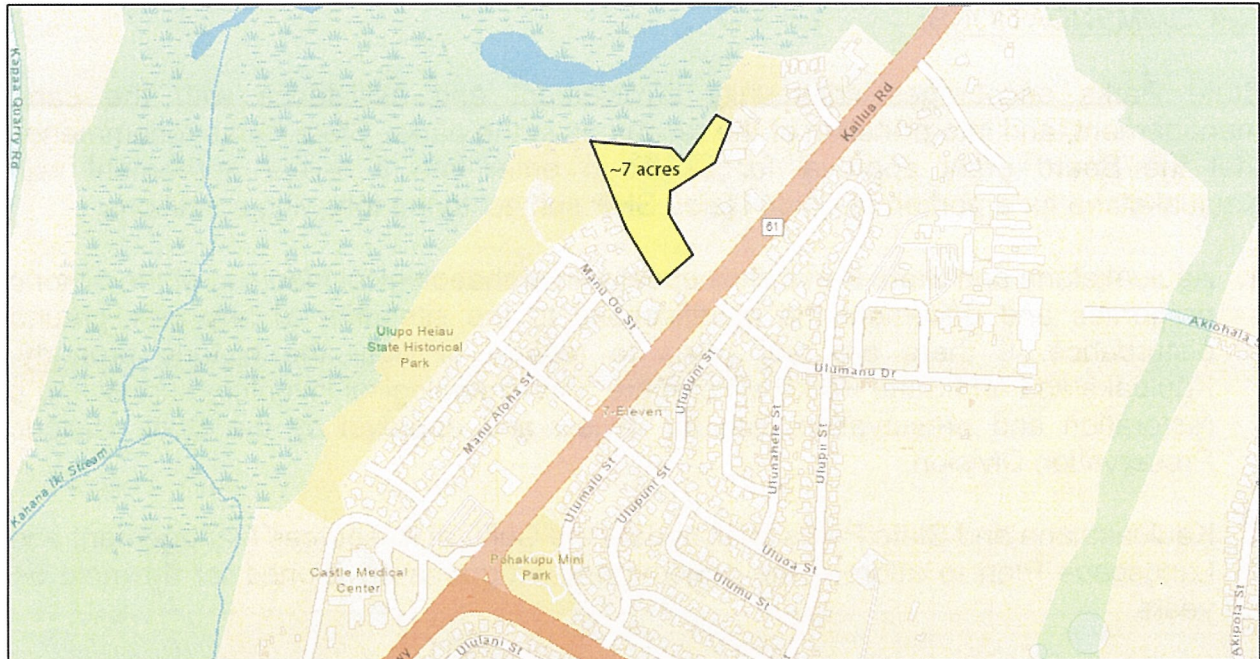


EXHIBIT A

Maps of the area covered under the volunteer agreement with Kauluakalana.

**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 Kauluakalana, a Hawai'i nonprofit corporation, whose address is P.O. Box 833, Kailua, Hawai'i 96734, for and regarding Ulupō Heiau State Historical Park ("Site"), ahupua'a of Kailua, district of Ko'olaupoko, island of O'ahu, State of Hawai'i [TMK: (1) 4-2-103:018 and 4-2-013:038 por.].

INTRODUCTION

The STATE is the owner of Ulupō Heiau State Historical Park (SHP). This Agreement specifically addresses the 7-acre area that encompasses the heiau and grounds around the heiau under the jurisdiction of the Division of State Parks (Attachment 1). This Site is adjacent to the Windward YMCA, Kailua Methodist Church, and the Kawainui State Wildlife Sanctuary.

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 Kauluakalana will help improve and maintain the park and historic site for public use.

RESPONSIBILITIES OF HIKA'ALANI

Kauluakalana 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. Maintain the heiau and restore the cultural landscape around the heiau in accordance with the *Draft Ulupō Heiau Cultural Resources Management and Landscape Plan* (2011) by restoring and maintaining the lo‘i kalo; removing selected vegetation and replanting with native and Polynesian-introduced plants; and delineating trails for public visitation.
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 Site. The following guidelines shall be followed:
  - a. Remove weeds and vegetation debris from the Site. 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 Site.
  - 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 marsh 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 Site. This plan shall include the use of safety gear and protection of the public when working in the Site. 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 Site. Where possible, attempts shall be made to prevent vandalism and damage. Should any damage be discovered, Kauluakalana will notify State Parks as soon as possible.
7. Kauluakalana may prepare and implement a landscape plan to expand or alter plantings within the Site. Any planting or landscaping plan shall be reviewed and approved in writing by State Parks prior to implementation.
8. Kauluakalana 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. Kauluakalana 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. Kauluakalana may install passive park facilities at the Site, such as benches, in compliance with an approved plan if Kauluakalana receives prior written approval from State Parks and obtains all required permits.
11. With State Parks written approval, Kauluakalana 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, Kauluakalana 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, Kauluakalana 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 Kauluakalana 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 Kauluakalana 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 Kauluakalana in writing of changes in the insurance requirements and Kauluakalana 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 Kauluakalana of the indemnification provisions and requirements of this Agreement. Notwithstanding the policy or policies of insurance, Kauluakalana 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. Kauluakalana 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. Kauluakalana, 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. Kauluakalana, 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 Site 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. Kauluakalana 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. Kauluakalana will perform all duties and responsibilities without pay from the STATE.

#### SPECIAL CONDITIONS

Kauluakalana 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 Kauluakalana 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 KAULUAKALANA

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

#### CHECKS TO ENSURE PROPER CURATION

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

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



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)*

**KAULUAKALANA**

\_\_\_\_\_  
*(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 7 acres of Ulupō Heiau SHP covered under this Agreement with Kauluakalana.

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

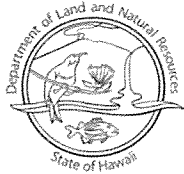
Work Schedule:

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

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

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

**Attachment 2**



**STATE OF HAWAI'I  
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 Hawai'i 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): \_\_\_\_\_

