# UPPER STREAM

Please review and complete. Students must bring a completed form to participate.
Students must wear clothes you don't mind getting muddy.
Bring a towel, extra change of clothes, sunscreen and bug spray. A hat or bandana is recommended.
Transportation: 7:45 am – Downtown Campus; 8:15 am – Hawai'i Loa Campus

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**HAWAI'I PACIFIC UNIVERSITY**
**WAIVER AND RELEASE AGREEMENT**
**FOR STUDENT-PARTICIPANTS IN HPU-SPONSORED EVENT**

**DEPARTMENT: Student Life and First-Year Programs**

**EVENT/ACTIVITY: Papahana Kualoa Workday**

**Description:** Papahana Kuaola, located in the ahupua`a of He`eia in the `ili `aina of Waipao, is a malama `aina-based non-profit organization that is connecting the area's past with a sustainable future. They focus on education and habitat restoration through the cultivation of such native Hawaiian crops as awa, several varieties of kalo and sweet potato. We will be working in the loi (taro patches) to revitalize the ahupua`a of He`eia in the hopes of one day creating sustainable food sources for the area. Tasks include but are not limited to, clearing invasive vegetation, helping to construct and maintain new and existing lo'i kalo (irrigated ponds, terraces for cultivation of lo'i), weeding, planting, mulching, trail maintenance and plant propagation. You may get wet.

**Date/Time:** Saturday, September 28, 2013 – 9:00am to 12:00pm

**Location:** Papahana Kualoa, PO Box 6484, Kaneohe, HI 96744

**STUDENT'S INFORMATION (PRINT)**

**First Name:** _____ **Last Name:** _____

**Nickname:** _____**Student ID Number: @** _____

**Permanent Address:** _____

**Hawai'i Address:** _____

In consideration of Hawai'i Pacific University ("HPU") permitting me to participate in all aspects of the above-referenced activity or event ("Activity"), I hereby agree as follows:

1. Assumption of Risk.

(a) I fully understand and appreciate the dangers, hazards and risks inherent in participating in the Activity; transportation between HPU and the Activity; undertaking any independent research or other activities as an adjunct to the Activity; and using any of the facilities or equipment related to the Activity (collectively, "Activities"), which risks include serious physical injury up to death, property damage and other loss. I understand that participating in such Activities will subject me to dangerous conditions, including but not limited to, use of tools, running water, mud, insects, bacteria and soil borne pathogens, and sun exposure. I recognize that I may encounter certain dangers, including, but not limited to: hiking on trails that may be wet, slippery, and steep; hiking in areas where solid footing may be obscured by vegetation or water; standing in water; significant temperature and climate changes; being exposed to water and soil borne pathogens; and encountering dangerous debris. I understand that I may sustain injuries, including but not limited to, cuts, abrasions, broken bones, sprains, insect bites, drowning, sunburn, and heat stroke. Harmful bacteria, such as leptospirosis, may be

present and poses a serious health threat.

(b) I further understand there are foreseeable and unforeseeable risks inherent in participating in this Activity, including but not limited to the conduct of other participants and third parties, and natural conditions such as the terrain, wildlife and the weather.

(c) I acknowledge that I am responsible for my own conduct and safety, that the risks of physical injury, damage, financial liability and loss as stated herein are not exhaustive, and that HPU does not require my participation in any of the Activities. Knowing the nature of such risks, and having made my own investigation regarding the risks inherent in participating in such Activities, I expressly and voluntarily agree to accept and assume all such risks.

2. Conduct. While I am participating in the Activities, I agree to follow any standards of conduct imposed by HPU, as well as the instructions and directions of HPU's personnel at all times, including but not limited to any instructions or directions regarding safety procedures and the donning of protective gear. I understand and agree that HPU may at any time terminate my participation in any of the Activities should I engage in conduct that violates HPU's standards of conduct, disrupts the Activities, harms HPU's reputation, or injures the welfare of other participants and third parties. I further agree to immediately report all unsafe acts, dangerous conditions, injuries to the HPU staff in charge.

3. Personal Motor Vehicle/Equipment Use. If I use my own motor vehicle or other equipment for the purposes of or during the Activities, I certify it has been properly maintained and is in good working condition. I also certify that I am competent to operate the vehicle and/or equipment safely and effectively; and that I have all the requisite licenses and insurance necessary to operate it. I further understand that I will be responsible for any passengers that I transport in my personal vehicle or allow to use my personal equipment.

4. Special Requirements, Health Condition and Medical Treatment.

(a) I certify that I am able to cross uneven terrain and lift a minimum of 10 pounds without strain or injury.

(b) At all times while on site, I agree to wear clothing that can get dirty, old athletic shoes or tabis, and any protective gear provided, including but not limited to gloves. **Students should bring a towel, an extra change of clothes, sunscreen and bug spray**. A hat or bandana is recommended.

(c) I certify that I am physically fit to participate in all the Activities, and have no medical or physical condition that impairs, restricts or prevents my participation, or affects my health or safety or that of others participating, in the Activities.

(d) I understand HPU is not providing me with health insurance, and certify that I have medical and other insurance sufficient to cover any injuries that I may sustain in connection with my participation in the Activities. Name Policy Holder: _____ and Insurance Policy Number: _____

(e) I understand HPU is not responsible for and will not be providing medical or emergency personnel to staff any Activities.

(f) In the event of a medical emergency and I am unable to communicate, I authorize HPU in its sole discretion to: (1) take reasonable actions, including hospitalizing me, for my health and well-being and at my sole expense; and (2) notify the person(s) listed as my emergency contacts as identified in the emergency contact form I provided to HPU of the nature of the emergency and my location.

5. **WAIVER AND RELEASE. IN CONSIDERATION OF HPU PERMITTING ME TO PARTICIPATE IN THE ACTIVITIES, I, ON BEHALF OF MY FAMILY, HEIRS,**

**EXECUTORS, ESTATE, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, VOLUNTARILY AGREE TO RELEASE, DEFEND, FOREVER DISCHARGE, INDEMNIFY AND HOLD HARMLESS HPU AND ITS FACULTY, EMPLOYEES, AGENTS, TRUSTEES, DIRECTORS, OFFICERS, AND ALL THOSE ACTING ON ITS BEHALF ("RELEASEES"), FROM ANY AND ALL CLAIMS, CHARGES, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES (INCLUDING PHYSICAL INJURY, DEATH, PROPERTY DAMAGE, FINANCIAL LIABILITY AND EXPENSES), SUITS IN EQUITY AND LIABILITIES, OF ANY KIND AND WHATEVER NATURE (INCLUDING BUT NOT LIMITED TO ANY CLAIM OF NEGLIGENCE) ARISING FROM OR RELATING TO MY PARTICIPATION IN THE ACTIVITIES.**

6. This Agreement is made and entered into in the State of Hawaiʻi, and shall be subject to, governed by, and construed and enforced pursuant to, the laws of the State of Hawaiʻi. The courts of the State of Hawaiʻi shall have exclusive jurisdiction with respect to any dispute or litigation relating to any matter within the scope of this Agreement. If any provision of this Agreement is found to be unlawful, unenforceable, or void in any respect whatsoever, the remaining provisions of the Agreement will be unaffected and will remain in full force and effect.

7. This Agreement may be pleaded as a full and complete defense to, and may be used as the basis for any injunction against, any action, suit, administrative investigation or other proceeding that may be instituted, prosecuted or attempted in breach of this Agreement. No representations, statements or inducements, oral or written, express or implied, apart from the statements herein, have been made.

**I HAVE CAREFULLY READ THIS AGREEMENT, FULLY UNDERSTAND ITS CONTENTS, AND SIGN IT UNDER MY OWN FREE WILL. I UNDERSTAND THIS AGREEMENT CREATES LEGAL OBLIGATIONS AND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE, AND DO SO VOLUNTARILY.**

| _____ | _____ | _____ |
|---|---|---|
| Participant Signature | Date | Participant Name (Print) |

*Witness must be 18 years or older:*

| _____ | _____ | _____ |
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| Witness Signature | Date | Witness Name (Print) |

**Please contact the following individual in the event of an emergency:**

Print Contact Name: _____ Phone Number: _____

Relationship: _____

**IF A PARTICIPANT IS LESS THAN 18 YEARS OF AGE:**

**I REPRESENT THAT I AM THE PARENT OR GUARDIAN OF THE ABOVE PARTICIPANT, AND AM LEGALLY AUTHORIZED TO BIND THE PARTICIPANT TO THE TERMS OF THIS AGREEMENT. I AGREE TO BE LEGALLY RESPONSIBLE FOR THE OBLIGATIONS AND ACTS OF THE PARTICIPANT AS DESCRIBED HEREIN, AND ON BEHALF OF ME AND THE PARTICIPANT, TO BE BOUND BY ITS TERMS.**

| _____ | _____ | _____ |
|---|---|---|
| Parent/Guardian Signature | Date | Parent/Guardian Name (Print) |

**HAWAIʻI PACIFIC UNIVERSITY**

**STUDENT LIFE & FIRST-YEAR PROGRAMS**

# Participant Consent Release

I hereby give Hawaiʻi Pacific University, its successors and assigns and those acting under its permission or upon its authority, the unqualified right and permission to reproduce, copyright, publish, circulate, or otherwise use my name and/or photographic likenesses or me still, single, multiple, or moving in which I may be included in whole or in part, or composite. I waive any right to inspect and approve the finished product or copy that may be used or the use to which it may be applied. This authorization and release covers the use of said materials in any published or broadcast form, and any medium of advertising, publicity, or trade in any part of the world. Furthermore, for the consideration above mentioned, I, for myself, my heirs, executors, administrators, or assigns, transfer to the organization, its successors and assigns, all my rights, title, and interests in such photographs to all representatives of the organization. This agreement represents in full all terms and considerations, and no other inducements, statements, or promises have been made to me.

| | | |
|---|---|---|
| _____ | _____ | _____ |
| Printed Name | Signature | Date |
| _____ | _____ | _____ |
| Hawaiʻi Pacific University Staff | Signature of HPU Staff | Date |