Tour Date:_____Tour:_____Party Name:_____Guide:_____

Hawaii Forest & Trail, Ltd. Participant Agreement

(in accordance with Hawaii Revised Statutes Section 663-1.54)

INHERENT RISKS ASSOCIATED WITH OUTDOOR NATURE ACTIVITIES

Hawaii Forest & Trail, Ltd., a Hawaii corporation (the "**Company**") takes customers on various hikes and tours (collectively referred to as the "**Outdoor Nature Activities**"). These Outdoor Nature Activities have many inherent risks and dangers, including, by way of example: slipping and falling on loose, uneven or steep terrain; having vehicular accidents in off-road driving and highway driving; getting hit by falling branches, boulders or other falling objects; drowning in streams and waterfalls; catching leptospirosis or other diseases from swimming in streams and waterfalls contaminated with bacteria or other pollutants; encounters with livestock or wild animals; and suffering headaches, faintness, nausea and other illnesses from hiking or driving at high altitude. These risks can lead to severe injury or illness and even loss of life. In addition, these Outdoor Nature Activities may be conducted at sites that are remote from adequate medical assistance and in areas where communication service is limited or unavailable.

THE PARTICIPANT REPRESENTS THAT HE/SHE IS PHYSICALLY ABLE TO PARTICIPATE IN THE OUTDOOR NATURE ACTIVITIES

The undersigned participant represents that he/she: (i) is in good physical condition; and (ii) has no known medical or physical conditions that would impair his/her ability to safely participate in the Outdoor Nature Activities.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:

1. I agree to waive and release the Company, and its officers, directors, employees, representatives, agents, contractors and volunteers (collectively, the "**Released Parties**"), from any claims or causes of action I or my relatives, estate, heirs, executors or assigns may obtain and from any and all liability or responsibility for any losses, costs, damages, and expenses (including attorneys' fees and costs) I or my relatives, estate, heirs, executors or assigns may suffer or incur, as a result injury, property damage or wrongful death sustained by me or any other person as a result of participating in any of the Outdoor Nature Activities, except to the extent any of the forgoing are caused by the negligence, gross negligence or wanton act or omission of Company.
2. I further agree to indemnify, defend and hold the Released Parties harmless from and against any claim or cause of action I or my relatives, estate, heirs, executors or assigns may obtain in connection with any injury, property damage or wrongful death sustained by me as a result of my participating in any of the Outdoor Nature Activities, except to the extent any of the forgoing are caused by the negligence, gross negligence or wanton act or omission of Company.

ACKNOWLEDGEMENT OF INHERENT RISKS AND AGREEMENT TO PARTICIPATE

Despite the inherent risks, dangers and hazards associated with Outdoor Nature Activities, I wish to participate in the Outdoor Nature Activities. I freely accept and expressly assume all inherent risks, dangers, and hazards that may arise from these activities and I agree to the terms of this Agreement as described above. I hereby declare that I am twenty-one years of age and that I understand and concur with this Agreement or, that I am the parent or legal guardian of the participant, that I am signing on behalf of the participant and that I understand and concur with this Agreement. This Agreement shall be binding on me and my heirs and personal representatives. If any portion of this Agreement is unenforceable, such portion shall be severed from this Agreement and shall not affect the remainder of this Agreement.

_____ _____ _____ _____ _____ _____
Address City State Zip Phone Contact Email

In Case of Emergency please contact: _____ _____
Name of Emergency Contact Emergency Contact Phone

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1. _____ _____ _____
Printed Name of Participant (or Child) Signature of Participant (or Parent/Guardian) Date

2. _____ _____ _____
Printed Name of Participant (or Child) Signature of Participant (or Parent/Guardian) Date

More Signature Space on Back