



FLUMIN' KOHALA

HISTORIC KAYAK FLOAT ON THE KOHALA DITCH PLANTATION IRRIGATION SYSTEM

Participant Name: _____ **Phone:** _____

Home Address: _____

Health Conditions: _____

Emergency Contact: _____ **Phone:** _____

VOLUNTARY PARTICIPATION AGREEMENT & LIABILITY WAIVER

Participant Requirements

Flumin' Kohala adventure tours are designed for participants in reasonably good health. Due to the nature of the tours, we reserve the right to refuse participation to anyone. Tours occur in an isolated environment, and immediate medical attention may not be available. We cannot be responsible for any valuables dropped from tours or left in your vehicle. You must agree to and sign the Voluntary Participation Agreement & Liability Waiver ("VPA") prior to participation in the tour.

Please review the following regulations:

- Youths must be age 5 or older.
- Youths less than 18 years of age must have their parent or legal guardian sign the VPA.
- Youths younger than 14 must have an adult accompany them on the tour.
- Please wear comfortable clothing that you do not mind getting wet.
- Please no revealing clothing, dresses, skirts or tank tops.
- Please remove loose or dangling jewelry and body piercing.
- Please remove all valuables including rings, necklaces, bracelets and personal electronics.
- Cameras are welcome on the tour; however you are solely responsible for its transport and condition.

If you have any of the following medical conditions we **STRONGLY** recommend you consult your physician prior to participation in this (or any other) tour, and discuss any concerns with your guide:

- Heart disease or any cardiac condition that may require immediate medical attention
- Hemophilia
- Take any blood thinning medications
- Epilepsy or seizure disorders
- Asthma
- Diabetes
- Insulin dependant
- Pregnant or think you may be pregnant
- Severe allergic reactions
- Severe recent, reoccurring, or existing injuries including, but not limited to, back, joint, and neck issues

You cannot participate in a tour if you are:

- under the influence of alcohol, illegal drugs, or legal drugs that impair you in any way
- Subject to severe anxiety attacks, especially those triggered by the dark or confined spaces

Voluntary Participation Agreement

Please read this document carefully. It must be signed by all participants prior to going on the Flumin' Kohala Tour. If the participant is a minor, at least one parent or legal guardian of the minor must also sign as evidence of their agreement to these terms and conditions on their own behalf and on behalf of the minor.

I, the undersigned participant, acknowledge that I have voluntarily applied to participate in the Flumin' Kohala Tour. I do not have any medical condition which might create an unsafe risk to me or others who are participating in this activity with me. I have also read and understand the participant requirements form.

1) Acknowledgement of Risks. I understand that Flumin' Kohala Tours may expose participants to certain risks. The activities require moderate physical exertion. Hazards and risks of the activities and use of the premises and equipment, include but are not limited to, the following: falls; collisions; abrupt and possibly harmful contact with structures, objects and persons; anxieties and fears associated with heights, darkness and/or enclosed spaces; close contact with other people; coordination and misjudgments on the part of participants; the failure of structures or equipment; separation from guides; the unpredictable forces of nature; slipping and falling on loose, uneven or steep terrain; vehicular accidents in off-road driving and highway driving; falling branches, boulders or other falling objects; encounters with livestock or wild animals.

Participants may experience increased heart rate and other symptoms of anxiety and stress due to physical exertion, reliance on other participants, a fear of height or darkness or enclosed spaces, loss of balance, coordination and misjudgments, including failure to follow procedures and instructions, physical or mental or psychological stress, fatigue, chill and or dizziness which may diminish reaction time and increase the risk of an accident. Injuries associated with participation may include breaks, sprains, bruises, internal or external bleeding, concussions, and other forms of physical injury, emotional upset, anxiety and even death.

Participants acknowledge that the description of risks is not complete and that other unknown or unanticipated risks may result in injury, illness or death. Activities occur in an isolated environment and immediate medical attention may not be available. Participants acknowledge that this activity is purely voluntary, and with full knowledge of the inherent risks in such activity.

2) Assumption of Risks. I understand that Flumin' Kohala Tours entails risk while in the natural or man made environment. I am voluntarily participating in this activity with knowledge of the danger involved. I hereby accept any and all risks of injury or death to myself or any minor children for which I am responsible, arising out of or in anyway connected with the use of Flumin' Kohala Tours and facilities.

3) Release and Indemnity. As consideration for being permitted to participate in a Flumin' Kohala Tour, I hereby agree that I, my assignees, heirs, and/or as the parent/guardian of a minor participant, will release and hold harmless and not bring any claim or legal suit against Flumin' Kohala, its directors, members, managers, officers, agents, landlords, employees and volunteers or its affiliated organizations or the supplier of any of the equipment used in the activity ("Released Parties"), for any and all claims of injury, disability, death or other loss or damage to person or property suffered by me and/or my minor child arising in whole or in part from participation in this activity, both foreseeable or unforeseeable.

In addition, I agree TO INDEMNIFY (that is, defend and satisfy by payment or reimbursement, including costs and attorney's fees) Released Parties from any claim of loss, injury or death, brought on by myself or my child against another co-participant. These agreements of release and indemnity include loss or damage caused or claimed in whole or in part by the negligence of a Released Party, but not intentional wrongs or the gross negligence of a Released Party.

4) Severability. If any provision of this agreement is held to be void or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall nevertheless be fully enforceable, unimpaired by such holding.

5) Additional Provisions. I, an adult participant or the parent/guardian of a minor participant, authorize Flumin' Kohala to provide or obtain for me such medical care as it considers necessary and appropriate, and I agree to pay all costs associated with such care and transportation.

Any dispute between a Released Party and participant or parent/guardian will be governed by the laws of the State of Hawaii, and any mediation or suit shall take place only in that State in the County of Hawaii.

I, on behalf of myself and any minor child, hereby give my permission and consent to the taking of photographs, video, or other media and agree that such material may be published and otherwise used by Flumin' Kohala for purposes it deems appropriate without compensation to me or the child.

I HAVE HAD SUFFICIENT OPPORTUNITY TO CAREFULLY READ THIS VOLUNTARY PARTICIPATION AGREEMENT FORM AND PARTICIPANT REQUIREMENTS AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY IN WHICH I AM GIVING UP IMPORTANT LEGAL RIGHTS AND A CONTRACT BETWEEN MYSELF AND FLUMIN' KOHALA AND/OR ITS AFFILIATED ORGANIZATIONS, AND SIGN IT OF MY OWN FREE WILL. I HEREBY DECLARE THAT I AM AT LEAST EIGHTEEN (18) YEARS OF AGE, OR THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE PARTICIPANT THAT I AM SIGNING ON BEHALF OF.

Signature: _____ **Date:** _____

Parent/Legal Guardian (if participant under 18)

PrintName: _____

Signature _____ **Date:** _____