Paepae o He‘eia

He‘eia Fishpond, He‘eia O‘ahu

Group Name: _____

LIABILITY WAIVER

The undersigned acknowledges that some of the activities at the He‘eia Fishpond area may include inherent dangers and risks and by signing below, agrees to understand and acknowledge the following:

1. Paepae o He‘eia (POH) and The Kamehameha Schools (KS) does not extend any assurance that the above-described property is safe for any purpose;
2. POH and KS do not assume responsibility for injury to any person or property as a result of any activities engaged in while at He‘eia Fishpond, however caused;
3. In exchange for being able to take part in activities at He‘eia Fishpond, the undersigned hereby irrevocably and forever releases and discharges POH Board of Directors and Staff Members and KS, its trustees, employees, agents, and representatives, all owners of lands that the undersigned may cross to get to the He‘eia Fishpond area, and their respective trustees, officers, directors, employees, agents, and representatives (collectively “The Released Parties”), from and against all claims and demands for loss or damage, including property damage, personal injury and wrongful death, arising out of or in connection with the use of the above referenced property on _____ (date);
4. Potentially harmful types of bacteria are known to exist in freshwater, streams, sediment, and coastal waters. The undersigned agrees to irrevocably and forever release and discharge POH Board of Directors and staff members and KS, its trustees, employees, agents, and representatives from liability in any form related to any and all infections and/or health issues that may arise as a result of participation in activities at He‘eia Fishpond;
5. The visit to the He‘eia Fishpond area and/or some or all of the activities that the undersigned may participate in at the He‘eia Fishpond area may be covered by the Hawai‘i Recreational Statute (HRS Chapter 520) and, if so, this waiver will apply only to the extent it may provide broader protections and a broader release to The Released Parties;
6. The undersigned also agrees to assume full responsibility for any injury or damage to his or herself or other persons or property that the undersigned may cause; and
7. By signing below I give POH permission to use photos and videos of me or my group at the work day or school visit to He‘eia Fishpond. I understand that the intended purpose of the video or photograph will be used solely for educational purposes. I waive any rights of compensation or ownership thereto.

First Name	Middle Initial	Last Name	Hawaiian Y/N	Gender	Birthdate	Grade	Zip Code	Sign or Guardian Signature (if under the age 18)