

HAWAII RANGE CAMP

He ali'i ka 'āina, he kauwā ke kanaka The land is chief, man is the servant.

2024 Hawaii Range Camp Registration Form March 18-22, 2024

Participant Name:	Male		or	Fen	nale	
Address:						
City/State/Zip:		Circle T-shirt size				
Phone:	S M	L	XL	XXL	XXXL	
Email:						
Parents Name:	Prefer	Preferred method of contact:				
Parent phone:		Phone				
Parent email:		Email				
Emergency Contact (other than parent):						
Emergency contact phone:						
Attach a one-paragraph personal statement or email a s come to range camp. This will help with the selection p	•	ou are	and w	hy you v	vant to	

□ I give my permission for photos of my child to be used in publication/news articles about Hawaii Range Camp. □ I do not give my permission for photos to be used.

Enrollment fee: \$100 (helps cover supplies, transportation, food) – can be paid when enrollment is confirmed. Checks should be made to "Hawaii Rangeland Stewardship Foundation" and mailed to **Hawaii Range Camp, 46-4167 Honokaa Waipio Road, Honokaa, HI 96727.** Registrations are non-refundable. Scholarships are available. Please inquire at nakulahawaii@gmail.com.

This year's range camp will be held at **Hanaipoe Cabin on Parker Ranch**. The camp is designed to give the students a basic understanding of the principles of natural resource management, rangeland ecology, including plant anatomy and physiology, plant identification, soil science, grazing animal nutrition and management, herbivore anatomy and behavior and wildlife management. Students selected to participate should have a serious interest in rangeland management, natural resource management, ecology, or grazing animals and be able to participate in outdoor activities all day.

Parents are to make arrangements for dropping off and picking up students from Kanu O Ka Aina Public Charter School in Kamuela. HRSF will not be responsible for lost or stolen property, injury, sickness or accident during camp. In addition, each participant will be asked to sign and uphold a Code of Conduct Agreement.

Registrations are due February 23, 2024.

Private vehicles will be used to transport participants to range camp and to field sites during range camp. By enrolling, you are granting permission for your child to ride in a vehicle driven by another adult in the course of range camp.

We (I) grant permission for the student listed on this form to participate in the planned activities of range camp and to any travel necessary.

WAIVER OF CLAIMS

We (I) expressly waive any and all claims against Na Kula Hawaii, Hawaii Rangeland Stewardship Foundation and/or Parker Ranch, on account of accident or injury or illness that may be incurred by or to my son/daughter while participating in this activity. I understand that there are certain risks and hazards associated with planned activities and that Range Camp coordinators and staff will follow and employ all safety procedures and protocols reasonable and appropriate to the activity listed.

Participants are expected to be on good behavior and to be respectful of themselves, each other and all staff at all times. In addition a NO TOLERANCE rule will be in effect at all times. This means that absolutely no sexual misconduct, harassment, insubordination, or use of any illegal substance will be tolerated. If any infraction occurs, discipline will be at the discretion of the Range Camp staff. If necessary, parents/guardians will be notified and the student(s) will be sent home at the expense of the parents, who will be responsible to make arrangements to pick-up their child as well.

In case of illness or injury to said student, we (I) hereby consent to and authorize such medical or dental treatment as deemed necessary and agree to pay for such medical and dental costs if incurred.

Check as appropriate:

____ My son/daughter has medical coverage with ______ Policy:______Policy:______

____ My child is NOT covered by any medical insurance plan.

Please specify any allergies, medical conditions or other concerns regarding your child.

Print name of parent/guardian

Signature of Parent/guardian

Date



WAIVER, RELEASE AND INDEMNITY AGREEMENT

I _______, for myself and on behalf of my children, heirs, next of kin, executors, administrators, successors, assigns, personal representatives and successors in interest (hereinafter referred to as "the Participant"), in consideration of the Trustees of The Richard Smart Revocable Personal Trust and the Trustees of The Parker Ranch Foundation Trust and the Trustees of the Parker Land Trust and Parker Ranch, Inc. (collectively referred to hereinafter as "Parker Ranch"), allowing me to access its premises and facilities for the purpose of (without limitation) recreation, research, hiking, gathering rock or timber , service to Parker Ranch or transit to other properties (collectively, "General Transit") do hereby expressly acknowledge and agree as follows:

1. WARNING AND VOLUNTARY EXPRESS ASSUMPTION OF RISK

Parker Ranch further warns the Participant that Parker Ranch is a working and operational ranch, that presents significant risks and dangers to the Participant that may lead to serious personal and bodily injury, permanent disability, paralysis or death while on ranch premises or in ranch facilities. These risks include, without limitation, injury or death caused by unexploded ordnance; hunting accidents; attack by tamed and untamed livestock, horses and other animals; sheds, fences, equipment, machinery and vehicles; severe wind, flooding, lightning and other natural phenomena; uneven and unimproved ground; and natural and artificial conditions on the land.

The Participant fully understands and acknowledges the scope, nature and extent of the risks involved in general transit and all related activities while on or in Parker Ranch premises and facilities. The Participant further understands that these risks may be caused by the Participant's own actions or inaction, and the actions or inaction of Parker Ranch and/or others participating in the related activities. These risks may also be caused by the conditions at the locations where the general transit and related activities take place.

The Participant expressly and voluntarily agrees to assume all risk of serious bodily injury, permanent disability, paralysis, death, property damage and all other losses, costs and damages that the Participant may sustain while on or in the Parker Ranch premises or facilities while engaging in general transit and related activities. The Participant understands and acknowledges that there may be other potential risks either not known to Parker Ranch and the Participant or not readily foreseeable at this time, and this Waiver, Release and Indemnity Agreement is also intended to cover all such risks.

2. WAIVER, RELEASE AND DISCHARGE FROM LIABILITY

The Participant hereby agrees to fully waive, release and forever discharge Parker Ranch, its trustees, officers, directors, employees, agents and successors in interest (hereinafter collectively referred to as "Parker Ranch"), from any and all liability and claims for loss and damage, however denominated, that the Participant may have for any and all personal and bodily injuries, death or property damage from engaging in general transit and related activities while on or in the Parker Ranch premises or facilities. The Participant understands and agrees that some injuries, losses and damages may not be immediately known and anticipated, and this Waiver, Release and Indemnity Agreement covers, and is intended to cover, any and all liability and claims for losses and damages whether or not known or anticipated. The Participant further agrees that this waiver, release and discharge of liability includes, without limitation, liability and claims for losses and damages for personal and bodily injuries, death or property damage for personal and bodily injuries, death or property damage for personal and bodily injuries, death or property damage for personal and bodily injuries, death or property damage for personal and bodily injuries, death or property damage caused by the negligence of Parker Ranch and claims against Parker Ranch arising from strict products liability. The Participant agrees and understands that this Waiver, Release and Indemnity Agreement is intended to be a complete and unconditional release of Parker Ranch from any and all liability to the greatest extent allowed by law.

Participant Initials ______ I have read the foregoing and acknowledge, understand and agree to it.

3. <u>COVENANT NOT TO SUE PARKER RANCH</u>

The Participant agrees not to institute any claim, lawsuit or action, however denominated, against Parker Ranch, and further agrees not to assist in the initiation or prosecution of any claim, lawsuit or action, which the Participant or any other person, entity or organization may have by reason of personal injury, death or property damage arising (or to arise) from engaging in general transit and related activities while on or in the Parker Ranch premises or facilities. If married, the Participant agrees to execute this agreement on behalf of him/herself, his/her spouse, and the marital community that they compose.

4. **INDEMNITY AGREEMENT**

The Participant agrees to indemnify, save and hold harmless Parker Ranch, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used for the activity (RELEASEES) WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property and from any and all liability, claims, demands, actions, and causes of action, however denominated, that may be initiated by the Participant and/or any other person, entity or organization now or at any time in the future arising (or to arise) from or associated with my presence or participation in any and all of the activities and actions contemplates by this agreement, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent of the law. The Participant agrees that this indemnity includes reimbursement for all legal costs, including reasonable attorneys' fees, incurred by Parker Ranch in the defense of all such claims and causes of action.

5. <u>CONTINUANCE OF OBLIGATIONS</u>

The Participant understands and agrees that all of the terms and conditions of this Waiver, Release and Indemnity Agreement shall continue in full force and effect at all times, now and in the future, and shall be binding upon the Participant's heirs, executors, administrators, successors, assigns, and successors in interest.

6. **DISCLAIMERS**

The Participant understands and agrees that Parker Ranch does not provide any medical or liability insurance to the Participant for any incident that may occur while on or in the Parker Ranch premises or facilities while engaging in general transit and related activities.

7. DAMAGE TO PARKER RANCH PROPERTY

The Participant agrees to pay for all damage to Parker Ranch property, equipment, facilities, animals or livestock resulting from the negligence, gross negligence or intentional acts of the Participant in the activities contemplated by this agreement.

8. <u>GOVERNING LAW</u>

The Participant understands and agrees that this Waiver, Release and Indemnity Agreement shall be construed and governed by and interpreted in accordance to the laws of the State of Hawaii.

9. CONSTRUCTION OF THIS AGREEMENT

The Participant understands and agrees that this Waiver, Release and Indemnity Agreement is a binding and enforceable contract and is not a mere recital. The Participant understands and agrees that this Waiver, Release and Indemnity Agreement supersedes all prior agreements between the Participant and Parker Ranch, and may not be modified except in writing and with the express consent of all parties hereto.

The titles before each section of this Waiver, Release and Indemnity Agreement are solely for the convenience of the Participant, and do not modify, limit or expand the contractual terms stated herein.

In the event that one or more of the contractual terms stated herein is held by a court of competent jurisdiction to be illegal or otherwise unenforceable, the validity and enforceability of the remaining terms shall not be impaired thereby.

Participant Initials ______ I have read the foregoing and acknowledge, understand and agree to it.

10. <u>DISCLOSURE REGARDING UNEXPLODED ORDNANCE</u> <u>RELEASE OF PARKER RANCH - PERMIT OF RIGHT OF ENTRY</u>

The undersigned requests permission to go upon the lands of Parker Ranch and hereby acknowledges that he/she has been notified of the fact that recent investigations by the Corps of Engineers and their consultant, Earth Tech, have revealed the presence, and potential further presence of UNEXPLODED ORDNANCE located within the lands of Parker Ranch which the undersigned is being given permission to enter upon/traverse. The undersigned also acknowledges that he/she has been given full opportunity to read the Engineering Evaluation/Cost Analysis, Former Waikoloa Maneuver Area, Parker Ranch Region, Kamuela, Island of Hawaii dated March 1999, which is available at the Parker Ranch Headquarters.

The undersigned further acknowledges and agrees that he/she is aware that portions of such lands are raw and unimproved, that Parker Ranch has made no effort to determine or remedy possible hazards located thereon, and that the undersigned enters said land at his/her own risk.

In consideration of permission being granted, the undersigned releases Parker Ranch and its owners, employees, and representatives from all claims or liability for any injury or loss that might occur while on Parker Ranch lands for whatever reason or cause including without limitation unexploded ordnance. The undersigned also acknowledges that unauthorized hunting on Parker Ranch is illegal and violators WILL be prosecuted under HRS 708.813(2).

11. <u>REPORT HAZARDS</u>

I willingly agree to comply with the stated and customary terms and conditions for participation. If however, I observe any unusual significant hazard during my presence or participation, I will remove myself and any minor child of mine accompanying me from participation and bring such to the attention of Parker Ranch immediately.

12. <u>KEY USE</u>

a. Absolutely no duplicate keys are to be made.

- b. Absolutely no loaning or lending of keys.
- c. Any person responsible for signing out keys and not abiding by the rules in this agreement will be subject to prosecution.
- d. Keys must be returned to the ranch main office before 4:30 p.m. daily unless prior arrangements have been made for extension of possession.

Participant Initials

_____ I have read the foregoing and acknowledge, understand and agree to it.

13. <u>REPRESENTATIONS AND SIGNATURE OF THE PARTICIPANT</u>

I am an adult, 18 years of age or older, and I am fully competent to review, understand and execute this Waiver, Release and Indemnity Agreement.

I have carefully and fully read this Waiver, Release and Indemnity Agreement and I fully understand and agree to all of its terms. I understand that I have assumed risk and given up substantial rights by signing this Waiver, Release and Indemnity Agreement. I have voluntarily signed it of my own free will and deed without any inducement.

For Parents/Guardians of Participants of Minority Age (Under age 18 at time of registration)

If applicable, this is to certify that I, as the parent/guardian with legal responsibility for the minor participant(s) listed below, do consent and hereby give permission for my child (children) to participate in wild game hunting and weapons firing and related activities on Parker Ranch premises. I do consent and agree to his/her release as provided above of all the Releasee's, and for myself, and on behalf of my children, heirs, next of kin, executors, administrators, successors, assigns, personal representatives and successors in interest, I release and agree to indemnify and hold harmless the Releasers from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above. EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law. I further understand that all terms of this Waiver, Release and Indemnity Agreement shall also apply to my child (children).

Names and ages of minors (if applicable):

Minors Name	Age	Minors Name	Age	
Minors Name	Age	Minors Name	Age	
In witness he	ereof, I have executed , 20	this Waiver, Release and Inde	emnity Agreemen	t on this da
				L
The Participant" (Print Nar	ne)	"The Participant" (Print N	ame)	
inature		Signature		
dress	<u></u>	Address		-

Phone Contact

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