

READ THIS INFORMATION CAREFULLY
DO NOT SIGN IF YOU DO NOT UNDERSTAND ANY PART OF IT.

KALAUPAPA RARE ADVENTURE LLC, DBA KALAUPAPA GUIDED MULE TOURS (KRA)
NOTICE, WAIVER, AND IDEMNITY

The person(s) signing below (alone and together called "Participants"), have chosen to participate in the mule tour provided by KRA. KRA will allow you to participate in consideration of and only if, and on the express condition that, you, the Participant(s), acknowledge that you understand the information set forth in this Notice, Waiver, and Indemnity, the information set forth in this Notice, Waiver, and Indemnity, waive any and all claims against KRA (including any right to a lawsuit against KRA and indemnify KRA against any losses to KRA caused by your participation on our tour.

A. **NOTICE.** YOU, THE PARTICIPANT(S), ARE HEREBY NOTIFIED THAT:

1. You must be 16 years of age or older, fit to hike, and in good health. You must not have a medical condition(s) or take any medications that would pose a risk or alter your judgement in any way. You should have medical insurance coverage to participate. You are responsible for all medical costs in the event of injury requiring medical attention.
2. You will be hiking a trail which mules and other wildlife use whose behavior may become DANGEROUS and UNPREDICTABLE. You must be alert and take extreme care. You will comply with all posted signs.
3. You will be on the Kalaupapa trail and due to natural and man-made conditions, the trail contains DANGEROUS CONDITIONS which may not be specifically designated by signs and/or other landmarks. You hereby relieve KRA from any real or perceived duty to maintain the Kalaupapa Trail to eliminate any such natural or man-made dangerous conditions. KRA has no control over the weather which may affect the conditions of the trail. You must be alert and take extreme care.

B. **WAIVER.** By signing below, each Participant(s) voluntarily and fully WAIVES and releases and all claims for damage or loss to his or her person or property, or to the person or property of any person claiming by or through that Participant(s), against KRA, its officers, agents, or employees arising out of or in conjunction with his or her participation on the Kalaupapa Hiking Tour including without limitation, barn, road, trails, and other facilities associated with KRA, and participation in or around these areas. The Participant(s) assumes the risk of all dangerous conditions by participating in the Kalaupapa Guided Mule Tour and waives any and all specific notice of the existence of such conditions.

C. **IDEMNITY.** By signing below, each Participant(s) voluntarily agrees to fully indemnify KRA for all claims, damages, and losses (including attorneys' fees) incurred by KRA due to the actions or inactions of that Participant(s) or any person claiming by or through that Participant(s) in connection with his or her participation on the Kalaupapa Hiking Tour including without limitation, barn, road, trails, and other facilities associated with KRA, and participation in or around these areas.

D. **OTHER.**

1. The Participant(s) shall not engage in any activities that are illegal in the State of Hawaii. Any act of willful misconduct by the Participant(s) will result in immediate termination of participation and forfeiture of all monies paid. This is a safety concern of all parties. KRA is a concessionaire of the National Park Service (NPS) and Participant(s) will abide by all NPS regulations.

The participation of the Participant(s) on the Kalaupapa Hiking Tour is further conditioned upon full compliance by the Participants(s) with all laws, government regulations, and KRA policies. The Participant(s) on the mule tour must comport with and conduct himself or herself in accordance with good social behavior and respect for any other person and KRA or Government property or lands. KRA retains the right in its sole discretion to, at any time, revoke any participation on the mule tour and require Participant(s) to immediately leave the premises for any reason whatsoever, including without limitation, failure to comply with any of the requirements expressed, implied or referenced in this Notice, Waiver, and Indemnity.

Print name: _____ Medical Carrier: _____

Signature: _____ Date: _____ D.O.B. _____

Print name: _____ Medical Carrier: _____

Signature: _____ Date: _____ D.O.B. _____

Address: _____ Phone#: _____