

State of Hawai'i  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
Division of State Parks  
Honolulu, Hawai'i 96813

February 24, 2012

Board of Land and Natural Resources  
State of Hawai'i  
Honolulu, Hawai'i

SUBJECT: Establishment of a Volunteer Kōkua Partnership Agreement for Pūpūkea-  
Paumalū State Park Reserve, O'ahu

The Curator Program was initiated in 1987 by the State Historic Preservation Division (SHPD) and the Division of State Parks to encourage community involvement in the care and management of historic and cultural sites on State-owned properties. Over the years, the program has expanded to include natural resources in the parks, such as botanical gardens and wetlands. The curator responsibilities have also evolved to include interpretation, assistance with visitor services, and site restoration. There are currently eleven (11) curator organizations statewide assisting with cultural sites in the parks and five (5) organizations assisting with natural resources in parks on Maui and O'ahu. In 2005, other community groups expressed interest in assisting with parks that have both resources and recreational facilities. This resulted in a similar volunteer program called the Kōkua Partnership Program. There are currently 3 Kōkua Partnership agreements, including Ka'ena Point State Park and Diamond Head State Monument.

The North Shore Community Land Trust (NSCLT) played a key role in the acquisition of 1,129 acres in the *ahupua'a* of Pūpūkea and Paumalū in 2007 for public outdoor recreation and the protection and preservation of significant natural, cultural, and scenic resources associated with the North Shore of O'ahu. The use of federal funds from the NOAA, Coastal and Estuarine Land Conservation Program (CELCP) for the acquisition insures that the property is permanently protected for conservation, open space, and passive outdoor recreation. The park encompasses a large piece of undeveloped land on the slopes *mauka* of Sunset Beach and to the east of Waimea Valley where several existing trails offer panoramic views of the shoreline. The State purchased approximately 1,100 acres as a state park reserve with the other 30 acres adjacent to Kamehameha Highway being purchased by the City and County of Honolulu for inclusion into the existing Sunset Beach Park. As a park reserve, the property is not open to active public use but the community has continued to express an interest in assisting with the care and management of the area in the interim and allowing limited, ongoing use of the trails for hiking, mountain biking, and horseback riding.

NSCLT is a 501(c)(3) public benefit organization that was established in 1997 to protect, steward, and enhance the natural landscapes, cultural heritage, and rural character of the *ahupua'a* of North O'ahu from Kahuku Point to Ka'ena Point. In 2004, NSCLT developed a community vision for Pūpūkea-Paumalū and continued with the development for a formal community plan for the park reserve. This planning has included site visits to the park reserve coordinated by NSCLT. NSCLT has the support of over 300 individuals and organizations with their projects.

The North Shore Trail Association (NSTA) is another non-profit that was created in 2005 to preserve and protect the hiking, mountain biking, and horseback riding trail systems in the North Shore community and develop new trails for future generations. NSTA is interested in maintaining and monitoring the various trails within the park reserve. These two organizations have expressed a willingness to work together on projects of mutual interest that support the goals and objectives of the state park reserve.

State Parks has issued Special Use Permits to NSCLT for the past 3 years to assist with community planning, as well as the management and monitoring of the park reserve. Projects have included posting of park signs, managing access points in consultation with the neighboring community, maintaining existing trails for community use, and monitoring the site for inappropriate uses and activities. As a park reserve, there are no park employees assigned to this park and therefore, these community volunteers provide a valuable service for monitoring the property and resource management. The two organizations have been working together on projects and request to serve as co-partners through a more formal 5-year Kōkua Partnership. The responsibilities outlined in the draft agreement (attached) involve a continuation of their park projects.

RECOMMENDATION:

State Parks encourages community involvement and assistance with the care, management, and maintenance of the resources in the parks through the Curator and Kōkua Partnership programs. The North Shore Community Land Trust and the North Shore Trail Association have indicated a willingness to carry out their responsibilities as volunteers in the Pūpūkea-Paumalū State Park Reserve and to work closely with State Parks to insure that the guidelines established in the agreement are followed. State Parks recommends that the Board grant approval for DLNR to enter into a 5-year agreement with NSCLT and NSTA to allow these organizations to serve as a Kōkua Partners and carry out projects and improvements at Pūpūkea-Paumalū State Park Reserve as stipulated in the agreement.

Respectfully submitted,



DANIEL S. QUINN  
State Parks Administrator

APPROVED FOR SUBMITTAL:



WILLIAM J. AILA, Jr., Chairperson

Attachment: Draft Kokua Partnership Agreement

STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
DIVISION OF STATE PARKS

KŌKUA PARTNERSHIP AGREEMENT

THIS AGREEMENT, executed on the respective dates indicated below, is effective as of \_\_\_\_\_, 2012, between the STATE OF HAWAII (hereafter "STATE"), by its Chairperson of the Board of Land and Natural Resources, and through its Department of Land and Natural Resources ("DLNR"), Division of State Parks ("State Parks"), whose address is 1151 Punchbowl Street, Honolulu, Hawaii 96813, and North Shore Community Land Trust (NSCLT) and North Shore Trail Association (NSTA) (also referred to herein as "CO-PARTNERS"), by Douglass Cole, Coordinator, whose address is P.O. Box 1179, Hale'iwa, HI 96712, for and regarding Pūpūkea-Paumalū State Park Reserve, Pūpūkea, island of O'ahu, State of Hawaii (TMK:5-9-05: 38, 82 and 5-9-06: 1, 18, 36, 37).

BACKGROUND

The North Shore Community Land Trust (NSCLT) played a key role in the State's acquisition of 1,129 acres in the Pūpūkea and Paumalū *ahupua'a* along the North Shore of O'ahu in 2007. The State retained approximately 1,100 acres as a state park reserve with the other 30 acres adjacent to Kamehameha Highway being transferred to the City and County of Honolulu for inclusion into the existing Sunset Beach Park. As a park reserve, the property is not open to active public use but the community has continued to express an interest in assisting with the care and management of the area in the interim and allowing limited, ongoing use of the trails for hiking, mountain biking, and horseback riding.

NSCLT is a 501(c)(3) public benefit organization that was established in 1997 to protect, steward, and enhance the natural landscapes, cultural heritage, and rural character of the *ahupua'a* of North O'ahu from Kahuku Point to Ka'ena Point. In 2004, NSCLT developed a community vision for Pūpūkea-Paumalū and continued with the development for a formal community plan for the park reserve. NSCLT has the support of over 300 individuals and organizations with their projects.

The North Shore Trail Association (NSTA) is another non-profit that was created in 2005 to preserve and protect the hiking, mountain biking, and horseback riding trail systems in the North Shore community and develop new trails for future generations. NSTA is interested in

maintaining and monitoring the various trails within the park reserve. These two organizations have expressed a willingness to work together on projects of mutual interest that support the goals and objectives of the state park reserve.

### INTRODUCTION

The STATE is the owner of Pūpūkea-Paumalū State Park Reserve (hereafter "park"). This Kōkua Partnership agreement for assistance with the maintenance, management, interpretation, and restoration of park resources is in the public interest and serves a public purpose. The arrangements made herein with the CO-PARTNERS will help improve and maintain the park for limited public use and will provide reasonable and appropriate recognition and gratitude to the CO-PARTNERS on account of the significant labor and improvements its members are contributing to preserve and improve this park for the use and benefit of all.

The Pūpūkea-Paumalū State Park Reserve (SPR) was acquired by the State in 2007 for the purpose of public outdoor recreation and the protection and preservation of significant natural, cultural, and scenic resources associated with the North Shore of O'ahu. The use of federal funds from the NOAA, Coastal and Estuarine Land Conservation Program (CELCP) for the acquisition insures that the property is permanently protected for conservation, open space, and passive outdoor recreation. The park encompasses a large piece of undeveloped land on the slopes *mauka* of Sunset Beach and to the east of Waimea Valley where several existing trails offer panoramic views of the shoreline. The site location is shown in Attachment 1. Because of the undeveloped nature of the property, the CO-PARTNERS will be allowed to access and monitor the property by vehicle, foot, mountain bike, and horseback.

It is the role of the CO-PARTNERS to help protect the resources within the park reserve and to help provide public access for all the State's citizens (Attachment 2). The CO-PARTNERS are not the owner of the park and cannot restrict access. The CO-PARTNERS shall not disseminate information or install interpretive devices on the site without the prior approval of State Parks. The CO-PARTNERS cannot undertake site improvements unless these tasks are covered in the partnership agreement or in later amendments to each agreement. These constraints are extremely important to ensure that the resources are properly protected and are properly interpreted -- thereby benefiting all the citizens of the State.

### KŌKUA PARTNER RESPONSIBILITIES

The CO-PARTNERS will assist the STATE with the maintenance, management, restoration, and interpretation of Pūpūkea-Paumalū SPR as follows:

1. CO-PARTNERS will coordinate all actions and activities undertaken in the execution of this partnership agreement with State Parks.
2. The CO-PARTNERS will designate a volunteer supervisor(s) who is subject to approval by State Parks. The supervisor will submit completed agreement fact sheet (Attachment 3) and all participants must submit a completed State Parks' volunteer waiver form (Attachment 4).
3. The CO-PARTNERS will submit an annual report of its activities and volunteer hours performed under this agreement to State Parks.
4. The CO-PARTNERS will assist in maintaining the designated areas within Pūpūkea-Paumalū SPR by clearing vegetation from trails and viewing areas, and removing litter from the park. Unless otherwise approved, this shall be done with minimal ground disturbance. The following guidelines shall be followed:
  - a. Chainsaws, weed whackers, and other hand tools may be used. The cut debris will be chipped or composed and either used on-site or transported off-site. There is to be no burning within the site area.
  - b. A herbicide with dissipation properties such as Round-up, may be used. All instructions for proper application of such herbicides shall be followed.
  - c. The removal of trees shall be approved in advance by State Parks and done with minimal ground disturbance. Vegetation removal must include steps to minimize erosion and stabilize the ground surface.
  - d. The specifics of the vegetation removal shall be discussed on-site with the State Parks representative.
5. The CO-PARTNERS may prepare and implement a landscape plan to restore the natural and cultural landscape and stabilize erosion of dirt areas. A planting or landscaping plan shall be prepared by the CO-PARTNERS and reviewed and approved in writing by State Parks prior to implementation.
6. The CO-PARTNERS may prepare and install interpretive devices and displays, contingent upon approval of specific interpretive plans by State Parks and if a historic property is involved, approval by the State Historic Preservation Division (SHPD) in accordance with Chapter 13-277, HAR is also required.
7. The CO-PARTNERS may provide educational and interpretive programs in the park, including leading interpretive tours and service projects in the park.
8. The CO-PARTNERS may assist State Parks with various management projects, such as the designation of preferred trails through the park for visitors. CO-PARTNERS may assist

- with the installation of regulatory signs that include reference to State law and park rules (§13-146) under the guidance and approval of the State Park representative.
9. The CO-PARTNERS may install passive park facilities, such as benches, in compliance with an approved park plan only after receiving written approval from State Parks and obtaining any required permits.
  10. The CO-PARTNERS may sponsor volunteer projects in addition to their regular maintenance responsibilities but State Parks must approve and shall be notified 5 working days in advance of large volunteer projects. A permit may be required for any activity involving over 25 individuals.
  11. The CO-PARTNERS are required to assist in coordinating volunteer efforts that may be forthcoming from other organizations or individuals. Such other groups or individuals may participate in *kōkua* partnership activities without being required to become a member of the CO-PARTNER organizations. The CO-PARTNERS will seek ongoing involvement of the local community, potentially affected private landowners, and relevant organizations.
  12. With State Parks approval, the CO-PARTNERS may retain the services of a professional archaeologist for the purposes of conducting archaeological work needed to fulfill the objectives of this agreement or to contribute to State Parks meeting the requirements of the historic preservation project review process (§6E-7 and §6E-8, HRS; Chapter 13-275, HAR). The archaeologist shall meet the professional qualifications established by §13-281-3, HAR, and hold a valid permit to conduct archaeological activities in Hawai'i in accordance with §13-282-3, HAR. If any state funds are applied, all applicable state procurement law shall be followed.
  13. The CO-PARTNERS may propose amendments to this agreement in writing to undertake other tasks. Depending on the scope of the proposed amendments, approval by the BLNR or its designee shall be necessary. Upon signed approval, the amendments will become a part of this agreement.
  14. Use of the park by the CO-PARTNERS shall be in accordance with all of the Rules and Regulations of the Division of State Parks (Hawai'i Administrative Rules Title 13, Chapter 146) and all other applicable rules and regulations of the Department of Land and Natural Resources as well as all other applicable rules, regulations and permit requirements of the City and County of Honolulu, State of Hawai'i and Federal Government, including requirements under HRS Chapter 343 concerning environmental and cultural review prior to any actions that would trigger compliance with this statute.

15. The CO-PARTNERS will periodically monitor the condition and integrity of natural resources, historic properties, trails, and their respective settings at the park. Where possible, attempts shall be made to prevent vandalism and damage. Should any damage be discovered, the CO-PARTNERS will notify State Parks as soon as possible.

#### SPECIAL CONDITIONS

The CO-PARTNERS shall not:

1. Conduct or permit commercial activity, including the sale of any items or advertising of commercial products, to be conducted in conjunction with the partnership and maintenance of the site;
2. Undertake or permit fund raising activities at the site;
3. Permit participants to possess, display, use or consume alcoholic beverages or illegal drugs at the site;
4. Permit any temporary or permanent residence to occur at the site;
5. Cause any significant disruption to normal park usage.
6. Undertake site improvements unless these tasks are covered in this agreement or in later amendments to each agreement.

#### RESPONSIBILITIES OF THE STATE

1. DLNR, in its sole discretion, will continue to manage and be responsible for the area covered by this agreement and may issue permits, including commercial permits, conduct archaeological and other investigative activities, install interpretive devices and regulatory signs, and implement management plans. DLNR will consult with the CO-PARTNERS on these activities as deemed appropriate by the STATE.
2. State Parks agrees to provide the CO-PARTNERS with information in its possession relating to the park, including but not limited to archaeological and historical information, surveys conducted of archaeological sites or features which are not of a confidential nature, draft environmental impact assessments and statements, and plans regarding existing or proposed future uses of lands within the park.
3. The assistance of State Parks may be requested by the CO-PARTNERS for large clearing and hauling projects. State Parks assistance may be requested for the purchase of supplies and equipment for work conducted at the site, including the purchase and use of herbicides, with the understanding that State resources may be limited or restricted. Such requests

should be coordinated between the CURATOR, the State Parks O'ahu District Parks Superintendent.

4. In accordance with §6E-7 and §6E-8, HRS, and Chapter 13-275, HAR, State Parks shall be responsible for obtaining concurrence from the State Historic Preservation Division to proceed with proposal under this agreement that could have an effect on historic properties in the park and for submitting for review and approval any reports or plans.
5. The CO-PARTNERS will be notified and consulted on proposed activities in the park. The CO-PARTNERS may be given the opportunity to assist in work at the park done by DLNR or approved by DLNR.

#### RESTRICTIONS ON THE PARTNER'S ROLE

1. The CO-PARTNERS may not undertake tasks, which are not specified in this agreement. The CO-PARTNERS may propose amendments to this agreement to undertake other tasks at the park. These proposed amendments must be approved by the Board of Land and Natural Resources or its designee.
2. It must be emphasized that failure to get approval of additional tasks will likely lead to the revoking of this agreement and the potential imposition of civil or criminal penalties under sections 6E-11, 6E-11.5, or 6E-11.6, HRS, if historic properties are damaged or altered without prior approval of the department.
3. It is the role of the CO-PARTNERS to help protect the park resources covered by this agreement and to help provide public access for all the park's visitors. The CURATOR is not the owner of the park and cannot restrict access.

#### CHECKS TO INSURE PROPER CURATION

1. The CO-PARTNERS and the STATE, through the Division of State Parks, will agree on a schedule for when volunteer work will be performed. The STATE will monitor the progress of the work and maintain close communication with the CO-PARTNERS. The CO-PARTNERS will notify the STATE if a schedule change is necessary.
2. The STATE will make a minimum of two (2) field checks per year to see that proper maintenance is being done. If it is determined that proper maintenance is not taking place, the STATE will notify the CO-PARTNERS in writing of the problem(s) and will provide suggestions to correct the problem(s). The CO-PARTNERS will be allowed a reasonable time to correct the problem and if they fail to correct the problem, the STATE may revoke this agreement.



### CHECKS TO INSURE PROPER SAFETY

1. The CO-PARTNERS agree to perform its volunteer services in a safe and reasonable manner. It is the CO-PARTNER's responsibility to become acquainted with the procedures and tools necessary to perform these tasks and to monitor the actions of their group of volunteers.
2. Prior to commencement and periodically throughout the agreement, the CO-PARTNERS will conduct safety briefings with their volunteers to ensure that they are aware of any potential safety hazards. The CO-PARTNERS will have all volunteers sign liability waivers and instruct all volunteers in the proper method of performing their tasks.
3. The STATE, through the Division of State Parks, is available to assist in safety presentations and proper measures of performing the work. An on-site evaluation can be scheduled prior to the commencement of this agreement.

### COORDINATION OF ACTIVITIES

The CO-PARTNERS shall designate a person to coordinate with the STATE on the activities under this agreement. The Coordinator shall be responsible for transmitting to the STATE the names of the individuals who will be performing services under this agreement.

### INDIVIDUAL MEMBERS, VOLUNTEERS, AND INVITEES OF KŌKUA PARTNER

The members and volunteers of the CO-PARTNERS who perform the responsibilities under this agreement will be deemed to be volunteers for purposes of Chapter 90, HRS. As such, these persons when acting as volunteers may be entitled to certain immunity from civil liability if acting in good faith and within the scope of the volunteer's official functions solely for the purposes of chapter 662D, HRS.

### TERM & MODIFICATION OF AGREEMENT

The term of this agreement is for five (5) years after its effective date. Either party may terminate this agreement after providing the other party with thirty (30) days written notice. This agreement may be amended only in writing signed by both the STATE and the CO-PARTNERS.

### PUBLICITY

During the term of this agreement, the STATE may post a sign or signs that recognize the contributions of the CO-PARTNERS to the improvement of the park.

### COMPLIANCE WITH LAW

The CO-PARTNERS shall comply with all applicable federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CO-PARTNER's performance of this agreement.

### PARK RULES

The rules of the Hawai'i state park system which are set forth in Hawai'i Administrative Rules, Title 13, Subtitle 6, Chapter 146, shall apply to the fullest possible extent to the implementation of this agreement.

IN VIEW OF THE ABOVE, the parties execute this agreement by their signatures, on the dates below, to be effective as of the date first above written. By signing, the person indicates they have the requisite authority to enter into this agreement on behalf of the organization indicated.

**STATE**

Approved by the Board of  
Land and Natural Resources  
at its meeting held on

\_\_\_\_\_

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
William J. Aila, Jr.

*(Print Name)*

\_\_\_\_\_  
Chairperson  
Board of Land & Natural Resources

*(Print Title)*

\_\_\_\_\_  
*(Date)*

**KŌKUA PARTNERS**

**North Shore Community Land Trust**

**North Shore Trail Association**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Print Name)*

\_\_\_\_\_  
*(Print Name)*

\_\_\_\_\_  
*(Print Title & Organization)*

\_\_\_\_\_  
*(Print Title & Organization)*

\_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
*(Date)*

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy Attorney General

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )

: SS.

\_\_\_\_\_ COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, to me known, to be the person described in and, who, being by me duly sworn, did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_, the CO-PARTNER named in the foregoing instrument, and that he/she is authorized to sign said instrument on behalf of the \_\_\_\_\_, and acknowledges that he/she executed said instrument as the free act and deed of the \_\_\_\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

(Notary Seal)

Notary Public, State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )

: SS.

\_\_\_\_\_ COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, to me known, to be the person described in and, who, being by me duly sworn, did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_, the CO-PARTNER named in the foregoing instrument, and that he/she is authorized to sign said instrument on behalf of the \_\_\_\_\_, and acknowledges that he/she executed said instrument as the free act and deed of the \_\_\_\_\_.

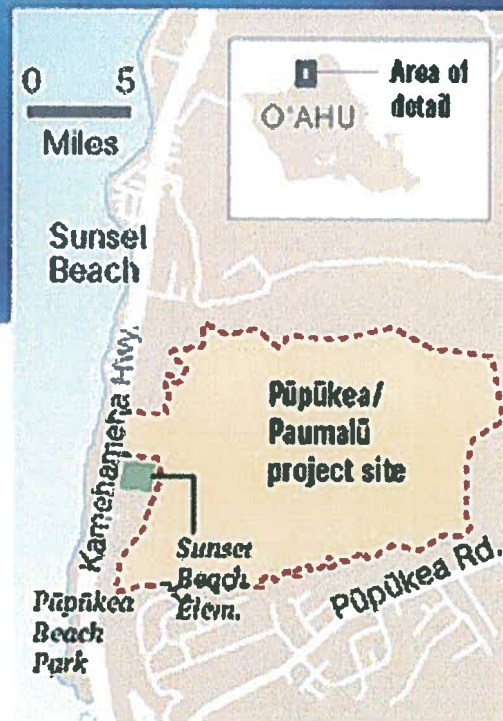
\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

(Notary Seal)

Notary Public, State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

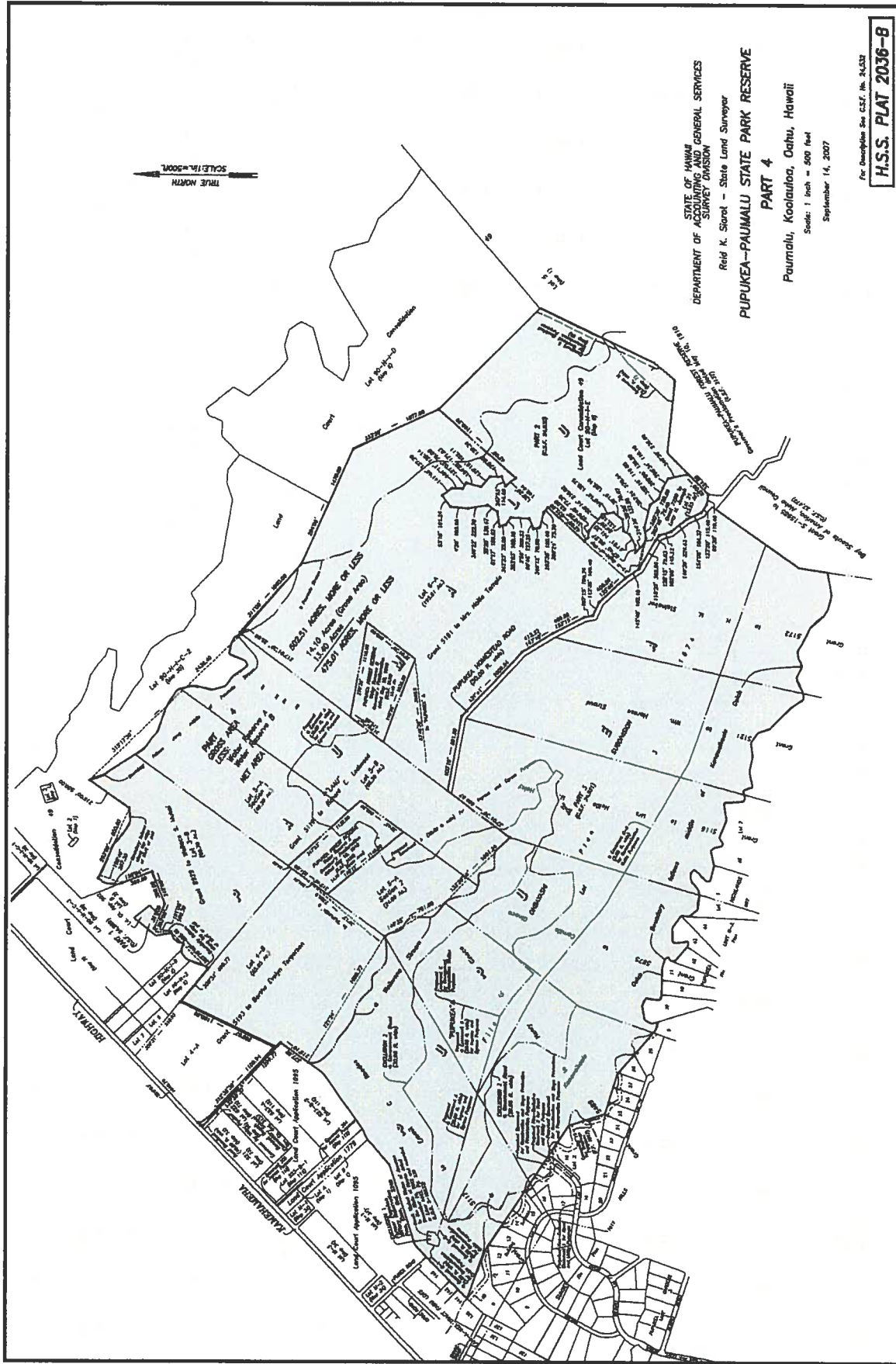


Source: North Shore Community Land Trust

The Honolulu Advertiser

## ATTACHMENT 1

Map showing location of Pūpūkea-Paunalū State Park Reserve along the North Shore of O'ahu. Note that the boundaries of the project site include the ~30 acres along Kamehameha Highway that are under the jurisdiction of the City and County of Honolulu and not included in this Kōkua Partnership agreement.



ATTACHMENT 2  
 Map of approximately 1,100 acres that comprise the Pūpūkea-Paumalū State Park Reserve and are encompassed in this Kōkua Partnership.

**CURATORSHIP AGREEMENT FACT SHEET & VOLUNTEER WAIVER**

Park/Site: \_\_\_\_\_

Name of Group or Organization: \_\_\_\_\_

Designated Volunteer Supervisor(s) and their contact numbers:

1. \_\_\_\_\_

2. \_\_\_\_\_

If you are a 501(C-3) non-profit, please include your ID number and date of incorporation:

ID No.: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Agreement: \_\_\_\_\_

List members who are regularly involved in curator activity and titles if applicable:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

7. \_\_\_\_\_

8. \_\_\_\_\_

9. \_\_\_\_\_

10. \_\_\_\_\_

11. \_\_\_\_\_

12. \_\_\_\_\_

Work Schedule:

Emergency Contacts (list names, telephone, pager or cellular numbers, in priority order):

1. \_\_\_\_\_

2. \_\_\_\_\_

**Attachment 3**





**STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
Division of State Parks**

**AGREEMENT FOR INDIVIDUAL VOLUNTARY SERVICES**

NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DURATION OF AGREEMENT: START: \_\_\_\_\_ END: \_\_\_\_\_

I understand that I will not receive any compensation for the above work and that volunteers are NOT considered to be employees of the State of Hawaii for any purpose other than tort claims, and I understand that volunteer service is not creditable for leave accrual or any other employee benefits. I also understand that either the State of Hawaii, or I may cancel this agreement at any time by notifying the other party. I acknowledge that there are inherent risks and dangers associated with this activity and in particular have noted those risks listed below.

I understand that I will be assisting the State of Hawaii/Department of Land and Natural Resources in taking care of Hawaii's natural and cultural resources. I will be responsible for my equipment and supplies. I will be responsible for all aspects of the actual work project, and the safe use and proper care of hand tools including, but not limited to: machetes, saws, hand axes, pry bars ('o'o), sledge hammers, gardening and painting equipment.

I am in good physical shape, and will be self sufficient while at the work project site. I have informed the State, of any mental, physical and/or medical conditions that may increase the risk of harm to myself or others while engaging in the activities described in this document. I understand I should wear footwear with good traction and should have clothing suitable for work in both rainy, wet, and hot, dry conditions, when working in the field. I understand that the duration of the project may be less than eight hours in length, however, in the even of inclement weather the work day may be either shortened or extended at the discretion of the State. These and other activities will be taking place in potentially remote areas. I am aware that there are inherent risks and dangers associated with field work. They include but are not limited to:

· gusty winds	· paint, fuel and oil fumes
· sharp and or slippery rocks	· thorny plants/potentially dense vegetation
· stinging or biting insects and spiders	· lack of reliable communication
· portable or no bathroom facilities	· no telephones
· steep drop-offs	· work on, in or near water
· no potable (drinking) water	· wet and slippery roads

· rugged terrain	· herbicides
· sharp tools	· work in a hunting area
· lack of medical facilities	· steep and slippery trail & river crossings
· wild animals	· flash floods
· harsh weather conditions, ranging from hot and humid to wet and cold	· diseases caused by water, air, or animal vectors

I agree to hold harmless and indemnify the State of Hawaii, its officers, agents, employees, and other volunteers from any activities as a volunteer or the activities of the State of Hawaii, its officers, agents, employees or other volunteers.

I understand I am also signing on behalf of any minor that is under my care during the duration of the volunteer activity. I further agree that I will be responsible either for personally supervising the minor or for making arrangements for the supervision of the minor by another responsible adult.

I hereby volunteer my services as described above, to assist the State of Hawaii/ Department of Land and Natural Resources in its authorized work.

\_\_\_\_\_  
Signature of Volunteer  
(or Minor's guardian)

\_\_\_\_\_  
Date

Minor's Name(s): \_\_\_\_\_

Based upon the above agreement and understanding, the State of Hawaii agrees, while this arrangement is in effect, to accept your services as a volunteer.

\_\_\_\_\_  
William J. Aila, Jr., Chairperson and Member  
Board of Land and Natural Resources