

State of Hawai'i
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of Forestry and Wildlife
Honolulu, Hawai'i 96813

September 11, 2015

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

Land Board Members:

SUBJECT: AUTHORIZATION FOR THE CHAIRPERSON TO RENEW, SIGN, AND AMEND A MEMORANDUM OF AGREEMENT WITH PATH PEOPLES ADVOCACY FOR TRAILS HAWAI'I FOR THE PURPOSE OF COOPERATIVE MANAGEMENT AND MAINTENANCE OF SELECTED TRAILS SUITABLE FOR PUBLIC USE IN THE MAKĀULA - 'O'OMA SECTION OF THE HONUUA'ULA FOREST RESERVE, NORTH KONA DISTRICT, ISLAND OF HAWAI'I, TMK: (3) 7-3-01:02

SUMMARY:

The Division of Forestry and Wildlife (DOFAW) requests that the Board authorize the Chairperson to renew, for a second two-year term, a Memorandum of Agreement (MOA) between the Department of Land and Natural Resources (DLNR) and Path Peoples Advocacy For Trails Hawai'i (PATH) for the purpose of cooperative management and maintenance of selected trails suitable for public use in the Makāula - 'O'oma Section of the Honua'ula Forest Reserve, North Kona District, Island of Hawai'i, TMK: (3) 7-3-01:02 (Exhibit A, attached). DOFAW also requests that the Board authorize the Chairperson to amend the MOA so as to delegate authority to the Chairperson to execute subsequent renewal, modification, amendment, and termination of the MOA.

BACKGROUND:

The Makāula - 'O'oma Section of the Honua'ula Forest Reserve, managed by DOFAW, contains a trail system heavily used by mountain bicyclists and hikers. This trail system is in need of increased management and maintenance. On August 23, 2013, the Board of Land and Natural Resources authorized the Chairperson to negotiate and sign a MOA with PATH for maintenance and management of selected trails in the Makāula - 'O'oma Section of the Honua'ula Forest Reserve (Agenda Item C-2), and BLNR and PATH entered into the MOA on September 23, 2013 (Exhibit B, attached).

PATH is a non-profit organization incorporated in accordance with state law to work in community partnerships with public agencies such as DOFAW. One of PATH's main purposes is to advocate for places to walk, hike, and bike on Hawai'i Island. Under the existing MOA, PATH has been assisting DOFAW with the management and maintenance of selected portions of the trail system in the forest reserve, including the coordination of volunteers, surveys of trail users, dissemination of public information about trail usage, and the design, construction, and installation of educational and interpretive trail signage.

DISCUSSION:

Under the existing MOA, PATH organized 25 community workdays for trail maintenance, attracting a total of 250 volunteers who together logged over 1,000 work hours, completed the final segment of the main loop trail, and kept eight miles of trail clear of deadfall and overgrowth. PATH's initial survey of trail use documented 142 users over an eight day period (between the hours of 0800-1200), and PATH volunteers estimate a 10-fold increase in trail use over the last two years since the initial survey. PATH also purchased and erected a backboard for affixing trail signage. Now that the main loop trail has been completed, the trail map, trail rules, and information about local flora and fauna will be posted on the backboard.

CHAPTER 343 - ENVIRONMENTAL ASSESSMENT:

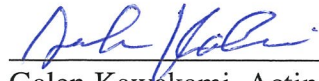
At its meeting on August 23, 2013, the Board approved a declaration of exemption from the requirement of Chapter 343, Hawai'i Revised Statutes, for the preparation of an environmental assessment for the actions conducted and proposed in this MOA.

RECOMMENDATIONS:

That the Board:

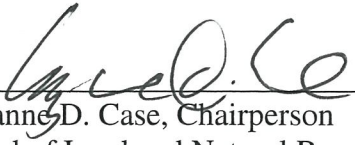
1. Authorize the Chairperson to renew and sign the Memorandum of Agreement between the DLNR and PATH for the purpose of cooperative management and maintenance of selected trails suitable for public use in the Makāula - 'O'oma Section of the Honua'ula Forest Reserve, North Kona District, Island of Hawai'i, TMK: (3) 7-3-01:02, pursuant to the terms in Exhibit A and subject to approval by the Attorney General.
2. Authorize the Chairperson to amend the Memorandum of Agreement (MOA) between the DLNR and PATH so as to authorize the Chairperson to execute subsequent renewals of the MOA, as is, and to terminate the MOA.
3. Authorize the Chairperson to propose and approve modification and amendments to the Memorandum of Agreement (MOA) that do not result in substantive change to the scope of actions conducted and proposed in the MOA, subject to approval by the Attorney General.

Respectfully submitted,



Galen Kawakami, Acting Administrator
Division of Forestry and Wildlife

APPROVED FOR SUBMITTAL:



Suzanne D. Case, Chairperson
Board of Land and Natural Resources

- Exhibit A: Amended MOA (proposed)
Exhibit B: Existing MOA, executed September 13, 2013

EXHIBIT A – AMENDED MOA (proposed)

MEMORANDUM OF AGREEMENT

FOR MAKĀULA - 'O'OMA SECTION, HONUA'ULA FOREST RESERVE
BETWEEN
PATH PEOPLES ADVOCACY FOR TRAILS HAWAII
AND
STATE OF HAWAII, DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF FORESTRY AND WILDLIFE

THIS Memorandum of Agreement (hereinafter referred to as “MOA”) is entered into this _____ day of September, 2015, by and between PATH PEOPLES ADVOCACY FOR TRAILS HAWAII (hereinafter referred to as “PATH”) and the STATE OF HAWAII, BOARD OF LAND AND NATURAL RESOURCES (hereinafter referred to as “BLNR”) through its DEPARTMENT OF LAND AND NATURAL RESOURCES (hereinafter referred to as “DLNR”) for its Division of Forestry and Wildlife (hereinafter referred to as “DOFAW”) for the purpose of cooperative management and maintenance of selected trails suitable for public use in the Makāula - 'O'oma Section of the Honua'ula Forest Reserve, North Kona District, Island of Hawai'i, TMK: (3) 7-3-001:002 (hereinafter referred to as “Makāula - 'O'oma”).

W I T N E S S E T H:

WHEREAS, DLNR through DOFAW has management and regulatory authority regarding all lands set aside as Forest Reserves under Hawai'i Revised Statutes (HRS) Chapter 183; and

WHEREAS, DOFAW is responsible for the management of State-owned forests, natural areas, public hunting areas, and plant and wildlife sanctuaries, in addition to program areas involving watershed protection, outdoor recreation, and protection of unique ecosystems and endangered species of plants and wildlife; and

WHEREAS, DOFAW desires to enter into Agreements with non-profit organizations that are mutually beneficial and in the interest of the public; and

WHEREAS, PATH is a non-profit organization incorporated in accordance with state law to work in community partnerships with public agencies such as DOFAW; and

WHEREAS, one of the purposes of PATH is to advocate for places to walk, hike, and bike on Hawai'i Island; and

WHEREAS, Makāula - 'O'oma contains a trail system heavily used by mountain bicyclists and hikers (hereinafter referred to as “Trail.” Location Map is shown in Exhibit “A” attached hereto and incorporated by reference into this MOA); and

WHEREAS, it is the intent and purpose of this MOA to set forth the relationship between PATH and DOFAW, which establishes their mutual duties and responsibilities, with respect to cooperation in management and maintenance of the Trail.

NOW, THEREFORE, DOFAW and PATH hereto deem it mutually advantageous and desirable to cooperate and hereby agree to adhere to the following terms, duties and obligations:

PATH will:

1. Assist DOFAW with the management and maintenance of the Trail for a minimum of 24 months from the date of this MOA.
2. Designate a liaison to serve as PATH's representative to help interpret the conditions of this agreement, resolve policy questions, expedite decisions, inspect and monitor the work performed, and ensure compliance with applicable laws.
3. Require all PATH volunteers to sign DOFAW's "Agreement for Individual Voluntary Service" prior to performing volunteer work in Makāula - 'O'oma under this MOA.
4. Conduct surveys of trail use and user satisfaction and share the findings with DOFAW.
5. Work with DOFAW to identify the best locations and design for public educational signage.
6. Perform regular scheduled maintenance of the Trail two times per year, as mutually agreed upon with DOFAW and maintained under the guidelines provided by DOFAW to PATH.
7. Report to DOFAW within two (2) working days upon discovering any unsafe conditions, damage, disrepair, or other concerns.
8. Submit written reports to DOFAW describing the numbers of volunteers and scope and nature of maintenance activities performed.
9. Save and hold harmless the State of Hawai'i, its officers, agents, employees, representatives, successors, and assigns, from any and all suits or actions of every nature and kind which may be brought for or on account of any injury, death, or damage arising or resulting from activities performed by PATH under this MOA.
10. Maintain insurance coverage of PATH activities under a commercial general liability policy at no less than \$1 million per occurrence and \$2 million in the aggregate, that names the State as an additional insured party, and provide DOFAW with verification of said coverage.
11. Assist in informing the public about proper use of the Trail.

DOFAW will:

1. Designate a liaison and alternate to serve as its representative to help interpret the conditions of this agreement, resolve policy questions, expedite decisions, inspect and monitor the work performed, and insure compliance with applicable laws.
2. Assist with GPS mapping of the existing and proposed trail system.
3. Construct and install educational and interpretive signage along the trail system.
4. Assist in the training of PATH volunteer leaders for maintenance tasks.
5. Require all PATH volunteers to sign DLNR's "Agreement for Individual Voluntary Service" (shown in Exhibit "B" attached hereto and incorporated by reference into this MOA) prior to performing volunteer work in Makāula - 'O'oma under this MOA.
6. Assist with providing hand tools used in trail maintenance activities.
7. Periodically inspect the Trail and provide direction to PATH to determine necessary maintenance activities.

8. Exercise the authority to close the Trail during extreme fire hazard conditions, and upon assessment that the Trail conditions are too hazardous for continued public access, or if damage to the Trail by public use requires restoration (DLNR Rules Regulating Activities Within Forest Reserves, Hawai'i Administrative Rules Section 13-104-23, "Access permits", as may be amended).

TERM OF MOA

This MOA will remain in effect for 24 months, unless otherwise terminated as set forth below, beginning on the date first written above. This MOA may be renewed, as is, upon mutual agreement between PATH and the BLNR. The Chairperson of the BLNR is authorized to renew this agreement, as is, for the BLNR.

KEY OFFICIALS

Key officials are essential to ensure maximum coordination and communication between the parties and the work being performed. They are:

For DOFAW:

Steven Bergfeld, Hawai'i Branch Manager
Division of Forestry and Wildlife
19 East Kawili Street
Hilo, HI 96720
Telephone: 808-974-4221
Email: Steven.T.Bergfeld@hawaii.gov

For PATH:

Tina Clothier, Executive Director
P.O. Box 62
Kailua-Kona, HI 96740
Telephone: 808-326-7284
Email: tina@pathhawaii.org

As parties to this agreement, PATH and BLNR agree:

1. This MOA may be modified or amended as necessary to clarify roles, management obligations, regulatory functions, or any other purpose necessary to further the administration of the trail.
2. Modification or amendments to this MOA may be proposed by PATH or the BLNR and shall become effective upon written approval by PATH and the BLNR. The Chairperson of the BLNR is authorized to approve non-substantive MOA modification and amendment for the BLNR, subject to approval by the Attorney General.
3. This MOA may be terminated upon 60 days advance written notice given by one of the parties to the other, or it may be terminated earlier by mutual consent of PATH and the BLNR. The Chairperson of the BLNR is authorized to terminate this MOA for the BLNR.
4. This MOA does not authorize exclusive use of the Trail, nor does it constitute an exclusive agreement in the use of facilities or ancillary resources.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement as of the date first written above.

For BOARD OF LAND AND NATURAL RESOURCES:

Suzanne D. Case, Chairperson

Date

For PATH PEOPLES ADVOCACY FOR TRAILS HAWAII:

Tina Clothier, Executive Director

Date

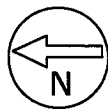
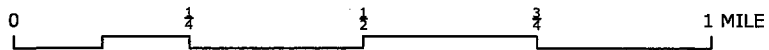
Approved as to Form:

Deputy Attorney General

Date

Exhibit "A"

Location of Trails in the Makāula-`O`oma Section of the Honua`ula Forest Reserve,
North Kona District, Island of Hawai`i, TMK: (3) 7-3-01:02



- TMK Boundary
- Trails
- ~ Contours

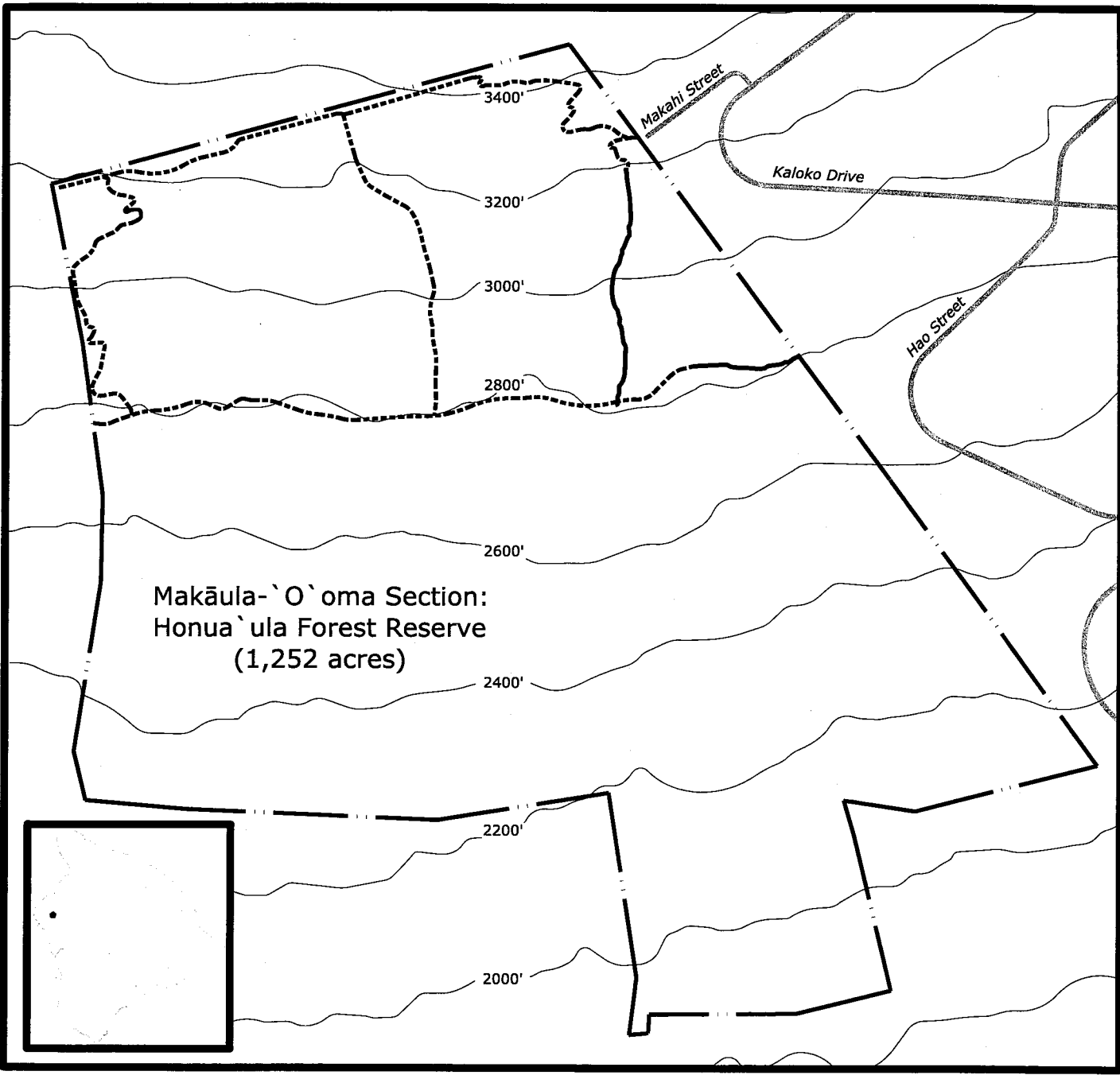


EXHIBIT "B"

STATE OF HAWAII DEPARTMENT OF LAND AND NATURAL RESOURCES AGREEMENT FOR INDIVIDUAL VOLUNTARY SERVICE

Name: _____ Phone: _____

Address: _____

DURATION OF AGREEMENT: START: _____ END: _____

I understand that I will not receive any compensation for the above work and the 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 understand that a DLNR employee will be available to assist with logistics and communications. I will be responsible for all aspects for the actual work project, and the safe use of and proper care of hand tools including, but not limited to: machetes, saws, hand saws, hazel hoes, Pulaski's, McLeod's, pry bars, sledge hammers, bow-saws, power tools (including but not limited to: brush cutters), etc.

I am in good physical shape, and will be self-sufficient while at the work project site. I have informed the State of any physical, mental, and/or medical conditions that may increase the risk of harm to me or others while engaging in the activities described in this document. I understand that I should wear footwear when working in the field. I understand that the duration of the project may be less than eight hours in length; however, in the event of inclement weather the work day may be either shortened or extended at the discretion of the State. I further understand that work projects may occur in remote areas as well as on public or private lands where hunting activities occur and that I may not leave the trail work area without first notifying the State. I am aware that there are inherent risks and dangers associated with field work. They include but are not limited to:

Nighttime work	humid to wet and cold
Passenger in Utility-Terrain Vehicles (UTV)	Diseases caused by water, air, and animal vectors
Work around or near mechanical equipment	Paint, fuel, and oil fumes
Passenger in helicopter, and or working around helicopter	Thorny plants/dense vegetation
Gusty wind	Poisonous plants
Sharp and or slippery rocks	Slips, Trips, and Falls
Stinging or biting insects and spiders	Lack or reliable communication
Portable or no bathroom facilities	No telephones
Steep drop-offs: Landslides	Weapons fire/gunshots
No potable (drinkable) water	Wet and slippery roads
Rugged terrain	Work on/in near water
Sharp tools	Herbicides/Pesticides/Fungicides
Lack of medicinal facilities	Work in a hunting area
Wild animals	Steep and slippery trail and river crossings
Harsh weather conditions ranging from hot and	Flash floods

I agree to waive any and all claims against the State of Hawaii and its officers, agents, employees, or volunteers for any injury, property damage, and/or death caused by any negligence on the part of the State of Hawaii, its officers, agents, employees, and other volunteers and agree to hold harmless and indemnify the State of Hawaii, its officers, agents, employees and other volunteers from any suits, actions, and claims arising out of or in any way connected with my 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 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: _____

Minor's Name: _____

Minor's Name: _____

Minor's Name: _____

Minor's Name: _____

Minor's Name: _____

Minor's Name: _____

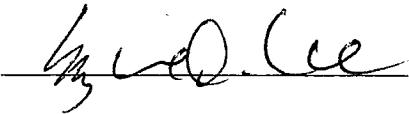
Minor's Name: _____

Minor's Name: _____

Minor's Name: _____

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.

Mahalo for your support of Hawaii's natural and cultural resources.



Suzanne D. Case, Chairperson
Department of Land and Natural Resources

EXHIBIT B - EXISTING MOA

MEMORANDUM OF AGREEMENT

FOR MAKĀULA - `O`OMA SECTION, HONUA`ULA FOREST RESERVE
BETWEEN
PATH PEOPLES ADVOCACY FOR TRAILS HAWAII
AND
STATE OF HAWAII, DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF FORESTRY AND WILDLIFE

THIS Memorandum of Agreement (hereinafter referred to as "MOA") is entered into this 23rd day of September, 2013, by and between PATH PEOPLES ADVOCACY FOR TRAILS HAWAII (hereinafter referred to as "PATH") and the STATE OF HAWAII, BOARD OF LAND AND NATURAL RESOURCES through its DEPARTMENT OF LAND AND NATURAL RESOURCES (hereinafter referred to as "DLNR") for its Division of Forestry and Wildlife (hereinafter referred to as "DOFAW") for the purpose of cooperative management and maintenance of selected trails suitable for public use in the Makāula - `O`oma Section of the Honua`ula Forest Reserve, North Kona District, Island of Hawai`i, TMK: (3) 7-3-01:02 (hereinafter referred to as "Makāula-`O`oma").

WITNESSETH:

WHEREAS, DLNR, through DOFAW has management and regulatory authority regarding all lands set aside as Forest Reserves under Hawai`i Revised Statutes (HRS) Chapter 183; and

WHEREAS, DOFAW is responsible for the management of State-owned forests, natural areas, public hunting areas, and plant and wildlife sanctuaries, in addition to program areas involving watershed protection, outdoor recreation, and protection of unique ecosystems and endangered species of plants and wildlife; and

WHEREAS DLNR, through the special land and development fund established by HRS section 171-19, may set aside funds from private contributions for the management, maintenance, and development of trails and accesses; and

WHEREAS, DOFAW desires to enter into Agreements with non-profit organizations that are mutually beneficial and in the interest of the public; and

WHEREAS, PATH is a non-profit organization incorporated in accordance with state law to work in community partnerships with public agencies such as DOFAW; and

WHEREAS, one of the purposes of PATH is to advocate for places to walk, hike and bike on Hawai`i Island; and

WHEREAS, Makāula - `O`oma contains a trail system heavily used by mountain bicyclists and hikers (hereinafter referred to as "Trail." Location Map is shown in Exhibit "A" attached hereto and incorporated by reference into this MOA); and

WHEREAS, it is the intent and purpose of this MOA to set forth the relationship between the two parties, which establishes their mutual duties and responsibilities, with respect to cooperation in management and maintenance of the Trail.

NOW, THEREFORE, DOFAW and PATH hereto deem it mutually advantageous and desirable to cooperate and hereby agree to adhere to the following terms, duties and obligations:

PATH will:

1. Assist DOFAW with management and maintenance of the Trail for a minimum of 24 months from the date of this MOA.
2. Designate a liaison to serve as PATH's representative to help interpret the conditions of this agreement, resolve policy questions, expedite decisions, inspect and monitor the work performed, and ensure compliance with applicable laws.
3. Require all PATH volunteers to sign DOFAW's "Agreement for Individual Voluntary Service," prior to performing volunteer work in Makāula - `O`oma under this MOA. Agreement of Individual Voluntary Service is shown in Exhibit "B" attached hereto and incorporated by reference into this MOA.
4. Conduct an initial survey of trail use and user satisfaction and share the findings with DOFAW.
5. Work with DOFAW to identify the best locations and design for public educational signage.
6. Contribute funding for an educational and interpretive sign for the trail head near Makahi Street, up to \$1,500.
7. Perform regular scheduled maintenance of the Trail two times per year, as mutually agreed upon with DOFAW and maintained under the guidelines provided by DOFAW to PATH.
8. Report to DOFAW within two (2) working days upon discovering any unsafe conditions, damage, disrepair, or other concerns.
9. Submit written reports to DOFAW describing the numbers of volunteers and scope and nature of maintenance activities performed.
10. Save and hold harmless the State of Hawai'i, its officers, agents, employees, representatives, successors and assigns, from any and all suits or actions of every nature and kind which may be brought for or on account of any injury, death or damage arising or resulting from activities performed by PATH under this MOA.
11. Maintain current insurance coverage of PATH activities and provide DOFAW with verification of said coverage.
12. Assist in informing the public about proper use of the Trail.

DOFAW will:

1. Designate a liaison to serve as their representative to help interpret the conditions of this agreement, resolve policy questions, expedite decisions, inspect and monitor the work performed, and insure compliance with applicable laws.
2. Assist with GPS mapping of the existing and proposed trail system.

3. Construct and install an educational and interpretive sign for the trail head near Makahi St.
4. Assist in the training of PATH volunteer leaders for maintenance tasks.
5. Require all PATH volunteers to sign DOFAW's "Agreement for Individual Voluntary Service," (Exhibit B) prior to performing volunteer work in Makāula -`O`oma under this MOA.
6. Assist with providing hand tools used in trail maintenance activities.
7. Periodically inspect the Trail and provide direction to PATH to determine necessary maintenance activities.
8. Exercise the authority to require permits to access the Trail during extreme fire hazard conditions, and upon assessment that the Trail conditions are too hazardous for continued open public access, or if damage to the Trail by public use requires restoration (DLNR Rules Regulating Activities Within Forest Reserves, HAR §13-104-23).

TERM OF MOA

This MOA will remain in effect for 24 months, unless otherwise terminated as set forth below, beginning on the date first written above. This MOA may be renewed upon mutual agreement between the Parties.

KEY OFFICIALS

Key officials are essential to ensure maximum coordination and communication between the parties and the work being performed. They are:

For DOFAW:

Lisa Hadway, Hawaii Branch Manager
Division of Forestry and Wildlife
19 East Kawili Street
Hilo, HI 96720
Telephone: 808-974-4221
Email: Lisa.J.Hadway@hawaii.gov

For PATH:

Tina Clothier, Executive Director
P.O. Box 62
Kailua-Kona, HI 96740
Telephone: 808-326-7284
Email: tina@pathhawaii.org


PATH and DOFAW agree:

1. This MOA may be modified or amended as necessary in writing to clarify roles, management obligations, regulatory functions, or any other purpose necessary to further the administration of the trail.
2. Modification or amendments to this MOA may be proposed by any Party and shall become effective upon written approval by all parties.

3. This MOA may be terminated upon 60 days advance written notice given by one of the parties to the other, or it may be terminated earlier by mutual consent of all Parties.
4. This MOA does not authorize exclusive use of the Trail, nor does it constitute an exclusive agreement in the use of facilities or ancillary resources.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement as of the date first written above.

For BOARD OF LAND AND NATURAL RESOURCES:




me William J. Aila Jr., Chairperson

9/23/13

Date

For PATH PEOPLES ADVOCACY FOR TRAILS HAWAI'I a Hawai'i Nonprofit Corporation:

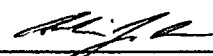


Tina Clothier, Executive Director

9/16/13

Date

Approved as to Form:



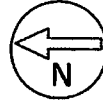
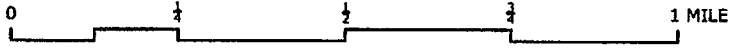
Deputy Attorney General

9/13/13

Date

Exhibit "A"

Location of Trails in the Makāula-`O`oma Section of the Honua`ula Forest Reserve,
North Kona District, Island of Hawai`i, TMK: (3) 7-3-01:02



- TMK Boundary
- Trails
- ~ Contours

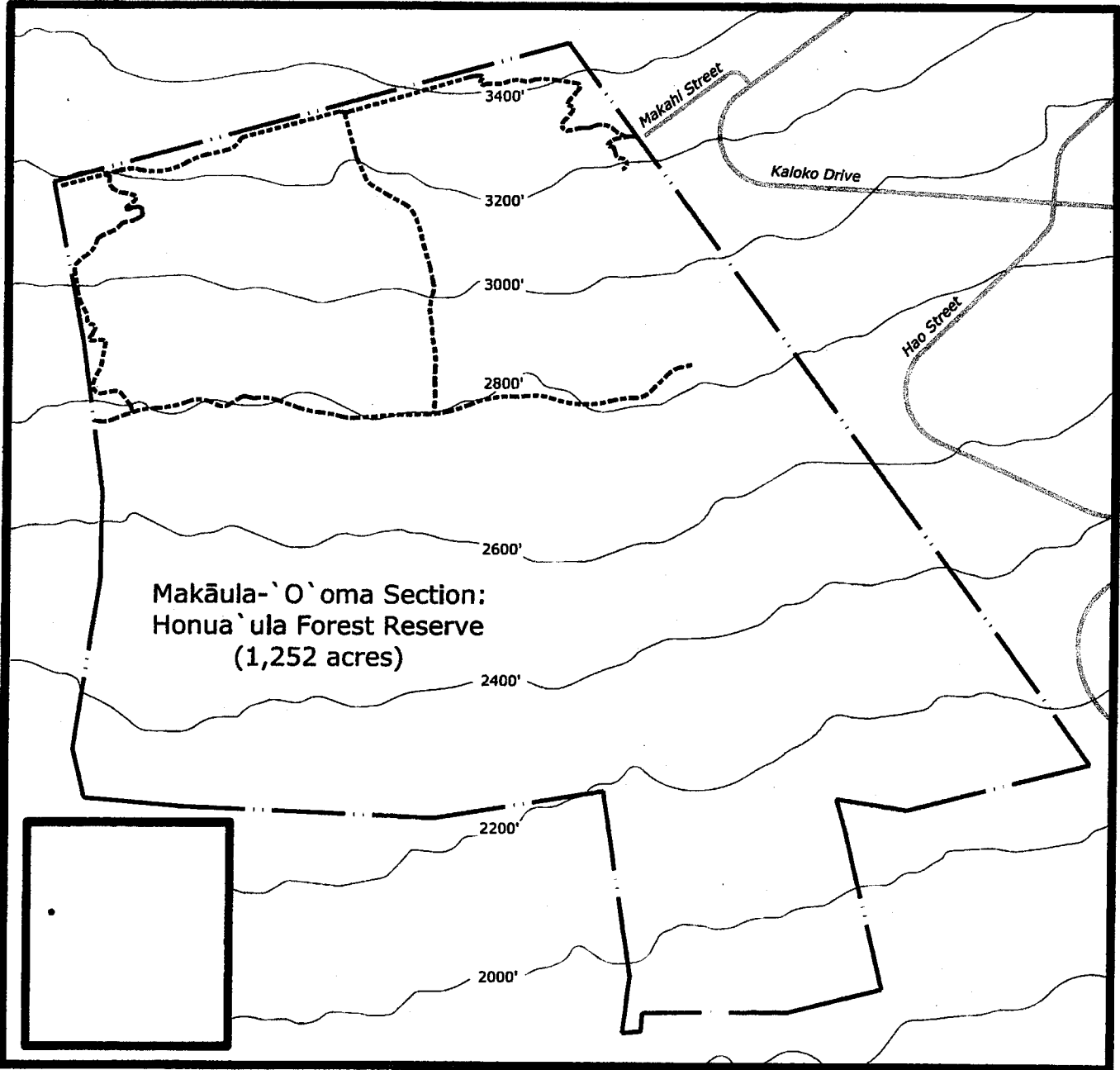


EXHIBIT "B"

STATE OF HAWAII DEPARTMENT OF LAND AND NATURAL RESOURCES AGREEMENT FOR INDIVIDUAL VOLUNTARY SERVICE

Name: _____ Phone: _____

Address: _____

DURATION OF AGREEMENT: START: _____ END: _____

I understand that I will not receive any compensation for the above work and the 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 understand that a DLNR employee will be available to assist with logistics and communications. I will be responsible for all aspects for the actual work project, and the safe use of and proper care of hand tools including, but not limited to: machetes, saws, hand saws, hazel hoes, Pulaski's, McLeod's, pry bars, sledge hammers, bow-saws, power tools (including but not limited to: brush cutters), etc.

I am in good physical shape, and will be self-sufficient while at the work project site. I have informed the State of any physical, mental, and/or medical conditions that may increase the risk of harm to me or others while engaging in the activities described in this document. I understand that I should wear footwear when working in the field. I understand that the duration of the project may be less than eight hours in length; however, in the event of inclement weather the work day may be either shortened or extended at the discretion of the State. I further understand that work projects may occur in remote areas as well as on public or private lands where hunting activities occur and that I may not leave the trail work area without first notifying the State. I am aware that there are inherent risks and dangers associated with field work. They include but are not limited to:

Nighttime work	humid to wet and cold
Passenger in Utility-Terrain Vehicles (UTV)	Diseases caused by water, air, and animal vectors
Work around or near mechanical equipment	Paint, fuel, and oil fumes
Passenger in helicopter, and or working around helicopter	Thorny plants/dense vegetation
Gusty wind	Poisonous plants
Sharp and or slippery rocks	Slips, Trips, and Falls
Stinging or biting insects and spiders	Lack or reliable communication
Portable or no bathroom facilities	No telephones
Steep drop-offs: Landslides	Weapons fire/gunshots
No potable (drinkable) water	Wet and slippery roads
Rugged terrain	Work on/in near water
Sharp tools	Herbicides/Pesticides/Fungicides
Lack of medicinal facilities	Work in a hunting area
Wild animals	Steep and slippery trail and river crossings
Harsh weather conditions ranging from hot and	Flash floods

I agree to waive any and all claims against the State of Hawaii and its officers, agents, employees, or volunteers for any injury, property damage, and/or death caused by any negligence on the part of the State of Hawaii, its officers, agents, employees, and other volunteers and agree to hold harmless and indemnify the State of Hawaii, its officers, agents, employees and other volunteers from any suits, actions, and claims arising out of or in any way connected with my 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: _____

Minor's Name: _____

Minor's Name: _____

Minor's Name: _____

Minor's Name: _____

Minor's Name: _____

Minor's Name: _____

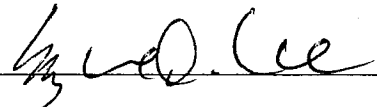
Minor's Name: _____

Minor's Name: _____

Minor's Name: _____

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.

Mahalo for your support of Hawaii's natural and cultural resources.



Suzanne D. Case, Chairperson
Department of Land and Natural Resources