

# WAIVER AND RELEASE

## Maui Nui Botanical Gardens

I am visiting Maui Nui Botanical Gardens, 150 Kanaloa Avenue, Kahului, Maui, HI, to work as a volunteer. This is a tobacco, alcohol, and drug free work place and program. I recognize that there is an inherent risk of personal injury present in my working as a volunteer in the Gardens. I agree that I am participating of my own volition. I understand that I may encounter certain dangers, including but not limited to, walking in areas where uneven terrain, thorns, low shrubs, and exposed pipes or curbing might be a problem. I am hereby advised that appropriate clothing, including but not limited to, long pants, long sleeves, hat, gloves, and shoes with thick soles, good traction and a heel are recommended. I also understand that the area can be extremely hot and sunny and that I will take precautions to guard against heat stroke and sunburn. I acknowledge that Maui Nui Botanical Gardens makes no representations or warranties, expressed or implied, regarding the conditions that may be encountered during any such volunteer work. I understand that photos and videos may be taken and shared for promotional purposes.

I further agree that if I am accompanying a minor or permitting a minor for whom I am responsible to volunteer in the Gardens, I will be responsible for either personally supervising the minor or for making arrangements for the supervision of the minor by another adult.

I hereby agree to release, indemnify, defend and hold harmless Maui Nui Botanical Gardens from and against any and all actions, claims for damages and costs including attorney's fees (whether brought in nuisance, trespass, or any other cause of action at the law or in equity brought by me (and any minor accompanying me) for any injury to or death of persons and for damage or destruction of property, expenses, or other losses, arising in connection with my volunteer work at the Gardens, except those arising from gross negligence or willful misconduct of Maui Nui Botanical Gardens, or from any violation of law.

This agreement is freely and voluntarily executed.

Time period: January 1 – December 31, 2022

Project Leader: MNBG Staff

**Volunteer Name: (Please print)** \_\_\_\_\_

**Birth Date:** \_\_\_\_\_ **(Optional)**

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email address:** \_\_\_\_\_

**Name of Medical Coverage Provider:** \_\_\_\_\_

**Emergency Contact Name & Phone:** \_\_\_\_\_

**Would you like to be added to MNBG's Volunteer Email list? YES** \_\_\_\_ **NO** \_\_\_\_

**Would you like to be added to MNBG's Events Email list? YES** \_\_\_\_ **NO** \_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_