

STUDENT 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 allowing the minor(s) named below to participate of my own volition. I understand that the minor 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 *required clothing for participating includes shoes that cover the feet, and gloves*. Other recommended clothing includes but is not limited to, long pants, long sleeves, hat, sunglasses, and shoes with thick soles, good traction and a heel. I also understand that the area can be extremely hot and sunny and that I will take precautions to guard the minor 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.

The minimum age for performing work without a parent or guardian present is 14. Anyone younger than 14 must be accompanied by a supervising adult 18 or older. I further agree that if I am accompanying a minor under 14 or permitting a minor under 14 for whom I am responsible to volunteer in the Gardens, I will be responsible for either personally supervising the minor or for arranging for the supervision of the minor by another adult. Certain sharp tools may not be appropriate for use by minors under the age of 14 and Maui Nui Botanical Gardens staff may direct a minor to avoid using certain tools. If allowed, it is up to the accompanying adult to supervise minor(s) in tool use.

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, 2026

Project Leader: MNBG Staff

Volunteer Name: (Please print) _____

Age of volunteer: _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Phone: _____ **Email address:** _____

Name of Medical Coverage Provider: _____

Emergency Contact Name & Phone: _____

Parent/Legal Guardian Name & Phone (if different from Emergency Contact): _____

Parent/Legal Guardian Signature: _____ **Date:** _____