



EXCITING VOLCANO TOURS

THE VOLCANO VAN RELEASE AND INDEMNITY WAIVER
(in accordance with Hawaii Revised Statutes Section 6631.54)

INHERENT RISKS ASSOCIATED WITH OUTDOOR NATURE ACTIVITIES

The Volcano Van, a sole-proprietorship based in Hawaii (the “Company”) takes customers on various hikes and tours (collectively referred to as the “Outdoor Nature Activities”).

THESE OUTDOOR NATURE ACTIVITIES HAVE MANY INHERENT RISKS AND DANGERS, INCLUDING, BUT NOT LIMITED TO:

Injuring oneself do to falling or tripping on uneven, sometimes steep surfaces such as those found on lava trails and jungle paths. Cooled lava can at times, be very sharp, and cause injury when fallen upon. Like-wise, direct contact with molten lava can, result in severe injury or death. Death or injury can result from falling off cliffs and crater rims, such as those found in and around a volcanic/rainforest environment; being injured by falling objects, such as rocks, branches, coconuts, and other debris associate with hiking in a volcanic/rainforest environment; drowning in freshwater ponds, waterfalls, and coastal areas; exhibiting signs of altitude sickness as a result of driving and/or hiking in high altitude areas. The symptoms of altitude sickness include, but are not limited to, loss of appetite, nausea, vomiting, fatigue or weakness, dizziness or lightheadedness, insomnia, pins and needles, shortness of breath upon exertion, nosebleed, persistent rapid pulse, drowsiness, general malaise, peripheral edema (swelling of hands, feet, and face); unexpected encounters with livestock, wild animals, and invertebrates can cause injury; being involved in vehicular accidents both on and off the road. There are times when these Outdoor Nature Activities will be conducted at sights with little or no access to immediate medical care should an emergency arise. Communication, such as cell phone reception, is poor to non-existent in many areas where our Outdoor Nature Activities will commence.

THE PARTICIPANT REPRESENTS THAT HE/SHE IS PHYSICALLY ABLE TO PARTICIPATE IN THE OUTDOOR NATURE ACTIVITIES

The undersigned participant represents that he/she: (i) is in good physical condition; and (ii) has no known medical or physical conditions that would impair his/her ability to safely participate in the Outdoor Nature Activities.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:

IN CONSIDERATION OF being permitted to participate in the Outdoor Nature Activities, the undersigned, on behalf of myself and my heirs, executors, administrators and assigns, hereby:

1. I agree to waive and release the Company, and its officers, directors, employees, representatives, agents, contractors and volunteers (collectively, the “Released Parties”), of and from all claims, demands, damages, costs, expenses, actions and causes of action (collectively the “Claims”) in respect to death, injury, loss or damage to myself or property howsoever caused, arising or to arise by reason of or during my participation and/or involvement in the Activity, and notwithstanding that any Claim may have been contributed to or occasioned by the negligence of any of the Released Parties.
2. Indemnify and save harmless the Released Parties from and against any and all liability incurred by an or all of them arising as a result of or in any way connected to my participation in Outdoor Nature Activities.
3. Understands and acknowledges that The Company does not carry or maintain health, medical or disability insurance coverage for the undersigned and therefore agrees to assume responsibility for such insurance coverage on the undersigned.
4. Agrees that in the event that any provision of this Release and Indemnity is held to be invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability or such provisions will not affect the remaining provisions of the Release and Indemnity, which will continue to be enforceable.

ACKNOWLEDGEMENT OF INHERENT RISKS AND AGREEMENT TO PARTICIPATE

Despite the inherent risks, dangers and hazards associated with Outdoor Nature Activities, I wish to participate in the Outdoor Nature Activities. I freely accept and expressly assume all inherent risks, dangers, and hazards that may arise from these activities and I agree to the terms of this Release and Indemnity as described above. I hereby declare that I am at least 18 years of age and that I understand and concur with this Release and Indemnity or, that I am the parent or legal guardian of the participant, that I am signing on behalf of the participant and that I understand and concur with this Release and Indemnity.

PARTICIPANTS 18 AND OVER PRINTED NAME AND SIGNATURE

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PARTICIPANTS UNDER 18 PRINTED NAME AND GUARDIAN SIGNATURE

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