

ALA KAHAKAI TRAIL ASSOCIATION
PROPERTY ACCESS PERMIT,
RULES AND WAIVER OF LIABILITY

ACCESS PERMIT

The undersigned Permittee(s) hereby applies for a permit to enter onto ALA KAHAKAI TRAIL ASSOCIATION lands pursuant to the rules and conditions stated below at TMK (3) 9-5-07: 16 at Kahilipali Nui & Iki, Ka'u, Hawaii ("Waikapuna Property") on the day(s) of _____ . By my signature and initials below, I acknowledge that I have read, understood and accepted the following Rules and Waiver of Liability. The term "Permittee" as used herein shall mean the Permittee(s) named herein. ALA KAHAKAI TRAIL ASSOCIATION and its successors and assigns are referred to hereinafter as the "Owner". Each and every Permittee agrees to comply with the terms of the Rules and Waiver of Liability, which are incorporated herein.

RULES

The following Rules are designed to help ensure the enjoyment and safety of those members of the public who enter onto the privately owned Waikapuna Property.

1. In the exercise of the entry rights granted herein, the Permittee shall comply with all laws, ordinances, rules and regulations of the State of Hawaii and County of Hawaii.
2. All gates shall be locked upon entry and exit by Permittee.
3. The approved Access Permit and gate key shall be kept in the possession of Permittee at all times when on the Waikapuna Property. The key shall be returned to the agent of the Owner no later than 24 hours after leaving the Waikapuna Property. A charge of \$50.00 will be incurred for any lost or late returned key.
4. This Access Permit is subject to all rights of any tenants, lessees, licensees and the Owner of the Waikapuna Property, and all of their authorized agents.
5. Access over the Waikapuna Property is allowed only with the specific written permission of Owner, and all Permittees who are granted overnight access shall bring, use and remove their own portable toilet.
6. There shall be no domestic animals or hunting allowed on the Waikapuna Property due to the possibility of damage to native flora and fauna, and to minimize injury to person or property.
7. There shall be no cutting of trees and vegetation on the Waikapuna Property.

Permittee(s) Initials: _____

8. Only cooking fires shall be permitted on the beach at the Waikapuna Property. Permittee shall bring their own firewood or charcoal, and completely extinguish their fires prior to leaving Waikapuna Property. All fires shall be contained in barbeque pits at locations approved by Owner, under continuous supervision to prevent the spread of fire.

9. All trash and rubbish generated by Permittee's party shall be removed by Permittee from the Waikapuna Property upon departure.

10. Noise from Permittee, including music and noise, shall be kept to a minimum regulated so as not to create a disturbance to wildlife, animals and other persons at the Waikapuna Property.

11. State of Hawaii DLNR, Division of Aquatic Resources regulations regarding fishing, opihi picking, use of nets, seasonal restrictions on taking of fish, etc. shall be observed at all times. Access is not permitted for commercial fishing purposes. <https://dlnr.hawaii.gov/dar/fishing/fishing-regulations/>

12. Firearms, fireworks, illegal fishing and netting equipment are strictly prohibited on the Waikapuna Property. Use of gill nets, lobster nets and fish traps shall be strictly prohibited and shall not be brought onto the Property.

13. There is no drinking water at the Waikapuna Property, so Permittee shall bring adequate water for all accompanying Permittee.

14. Permittee's children shall not be left unattended while at the Waikapuna Property.

15. No lifeguards or emergency equipment are present to assist the Permittee and others in case of emergencies.

16. Archaeological sites may be viewed, but must not be touched, entered or disturbed.

17. All-terrain vehicles (ATV/UTV) and motorbikes are not allowed on the Waikapuna Property.

18. Parties of more than eight (8) individuals or three (3) vehicles must have special permission from the Owner, and the request shall be made at least two weeks prior to the date of visitation.

19. All Permittees must bring mobile phones for emergency contact purposes and provide wireless phone number(s) to Owner.

Permittee(s) Initials: _____

20. All vehicles must travel on existing roads or vehicle paths. Trucks should be in 4WD at all times. No vehicular access is permitted on the pahoehoe south of the white sand at Waikapuna Beach.

21. Entry is permitted for cultural and educational purposes only. The sale of seafood taken from the Waikapuna Property or charging of fees for visitors entered with the Permittee is prohibited.

22. Any violators of these Rules shall be subject to total ban from access to the Waikapuna Property and costs incurred by Owner in clean up or repair of damage caused by Permittee.

23. Owner has the right to eject or remove any person not approved as a Permittee, or who is in violation of these rules.

WAIVER OF LIABILITY AND AGREEMENT

1. The undersigned understand that the property is privately owned and that the granting of permission by Owner to enter thereon is specifically subject to, and induced by and/or reason of the undersigned's representations and statements herein, in consideration of being allowed to enter the Waikapuna Property. The undersigned understands further that this permission for entry may be revoked by the Owner at any time, without cause, and is solely for the dates and the purpose(s) set forth herein.

The undersigned is aware that the property is undeveloped at this time and certain risks and dangers exist in the use of the property. The undersigned acknowledge that traveling upon and participation in certain activities within the property and in or near the ocean has risks attached thereto, including certain inherent risks which cannot be eliminated. Such risks may include, but are not limited to, loss or damage to personal property, accidental injury, illness or in extreme cases, permanent trauma, disability or death. Travel within the property is by motor vehicle or on foot over rugged, unpredictable terrain. Attendant risks include collision, falling, drowning and other risks usually associated with such travel methods or activities, as well as environmental risks. Environmental risks and hazards include, but are not limited to, insects and predators, including sharks, wild dogs, goats, cattle, falling and rolling rocks, high waves, tsunami, earthquakes, strong underwater currents, lightning, and unpredictable forces of nature, including weather, which may change to extreme conditions without notice. Possible injuries include hypothermia, sunburn, heatstroke, dehydration, and other mild and serious conditions.

In consideration of the privilege of entering onto and using particular areas of the property, the undersigned acknowledges the presence of and assumes all responsibility for all inherent risks identified hereinabove and those inherent risks not specifically identified, and further agree to defend, indemnify and hold harmless the Owner of the property, and its principals, partners, subsidiaries, successors, assigns, agents and employees, from and against

Permittee(s) Initials: _____

any claim, action, lawsuit or proceeding arising out of, related to, or by reason of any of the undersigned's entry upon, occupancy of, costs, damages or attorney's fees, or actions on the property and/or if any of the undersigned fail to comply with any term hereof. If any of the undersigned is a minor, such minor undersigned's parent(s) or guardian must also sign this Entry Permit and by such signature assumes and accepts full responsibility for such minor's injury, death or loss of personal property or expenses suffered by such minor and the minor's parent(s) or guardian as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, or as a result of such minor undersigned's negligence while upon the property.

This agreement and all covenants contained herein shall be binding upon each of the undersigned, and such undersigned's minors, heirs, representatives and assigns. The terms hereof shall serve as a release and assumption of risk from each of the undersigned's heirs, executors and administrators, and for minors who may be accompanying the undersigned.

2. I understand and acknowledge that ALA KAHAKAI TRAIL ASSOCIATION and all entities and people employed or connected therewith are not liable for any injuries or claims caused by, or occurring in connection with the use of the Waikapuna Property and facilities, or adjacent beach areas, whether or not a claim is made that Owner or its agents or employees were negligent or at fault.

3. I understand that the use of said Waikapuna Property, facilities and beach by me or anyone using this permit with me, including minor children, is at my/our risk and that no representations have been made about the suitability or condition of said property, facilities and beach for any purpose; and that by signing below, I am also waiving claims for injury for any minor for whom I am a parent or legal guardian.

4. All Permittees and their guests shall sign this Access Permit, Rules and Waiver of Liability prior to entry onto the Waikapuna Property.

5. This waiver is entered into in consideration of ALA KAHAKAI TRAIL ASSOCIATION 's consent to my use of the Waikapuna Property.

I, the undersigned Permittee, have read, understand and hereby accept and agree to the above Rules and Waiver of Liability. I understand that this is a legal contract, and includes a complete release of liability on my behalf and on behalf of any minor for whom I am a parent or legal guardian and a promise not to sue or make claim against the Owner or its authorized representatives. By my signature below, I acknowledge that I am responsible to notify all members of my party of all terms and conditions of this Access Permit, Rules and Waiver of Liability.

Permittee(s) Initials: _____

Permittee (Print Name)	Signature	Date
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Address: _____

Phone: _____ Email: _____

Permittee (Print Name)	Signature	Date
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