

# **YOUTH WAIVER**

**Welcome to Moku o Lo'e and the Hawai'i Institute of Marine Biology (HIMB).** ALL non-employees spending time on HIMB property must submit a waiver before being allowed on the island. This includes visitors, interns, volunteers, visiting researchers and University of Hawai'i non-employee undergraduates, graduates & post-docs. University Council has reviewed and approved two separate forms – an adult waiver and a youth waiver (for those under age 18).

**There are three sections:**

- I. Consent, Waiver, Release, and Indemnity Agreement
- II. Medical Consent Form
- III. Emergency Contact Information.

**All non-employees must fill out section one.** If staying overnight, section two and three are also required. If possible, reduce your environmental footprint by completing the e-fillable form and submit to: [himb@hawaii.edu](mailto:himb@hawaii.edu), subject line: WAIVER. Please submit hard copies in-person at the main office. Completed forms (digital and printed) are stored in a secure filing system.

Download the e-fillable HIMB waivers at [www.himb.hawaii.edu/visit](http://www.himb.hawaii.edu/visit).

# HIMB RISKS, RULES & REGULATIONS

## **Possible Risks**

Visiting Moku o Lo'e involves inherent dangers and risks, which may include but are not limited to transportation by auto, boat, or other vehicle to and from program locations, biological and chemical laboratory work, muddy, slippery, uneven surfaces and stairs, falling tree limbs and coconuts, insects, nearby construction activities, physical exertion, possible exposure to heat and strong sun, day and/or night swimming and snorkeling in ocean environments, hazards from watercraft and watercraft-based activities, hazardous or changing ocean and tidal conditions and currents, dangerous, aggressive or poisonous marine life, and exposure to coral, reef, and pelagic environments.

## **RULES & REGULATIONS**

HIMB rules include the following.

Individual groups at HIMB may have additional rules.

1. All interns, volunteers, and visiting researchers must be sponsored by an HIMB faculty member or authorized staff member.
2. Keep safe. If you see something that you feel is not safe, or you don't have proper training to do something safely, notify your sponsor or mentor.
3. All federal, state, and local laws apply.
4. Everyone must comply with the University of Hawai'i Policy on Acceptable Use of University Computer and Information Resources.
5. Smoking of any kind, including electronic cigarettes, is prohibited at HIMB.
6. Conserve water and electricity.
7. Don't litter.
8. Use caution when walking near the water's edge.
9. Do not stand or walk on sea walls.
10. Use a dive flag and a buddy or a shore-based contact when swimming, snorkeling, or diving for work.
11. SCUBA diving and vessel operations at HIMB require specific authorization and approval.
12. Unless authorized by a DNLR Special Activities Permit, all collecting and all fishing is prohibited on Moku o Lo'e and anywhere within 25 feet beyond the external edge of the fringing reef.
13. Do not step on or touch the coral.
14. Do not touch or disturb any research gear, instruments, tanks or cages that you find on island or in the water.

# I. HIMB CONSENT, WAIVER, RELEASE AND INDEMNITY AGREEMENT

**Faculty/Staff Sponsor** (name) \_\_\_\_\_

**Person being sponsored  
is a(n)/child of a(n):** (select one)

- Visitor
- Intern
- Volunteer
- Visiting Researcher
- UH Undergrad, Graduate
- Post-Doc

**Dates at HIMB** (1 year maximum) \_\_\_\_\_

**Covered Program (purpose & activities)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

----- ☞ This area to be completed by HIMB sponsoring program faculty or staff member. -----

**Program Participant** (print name) \_\_\_\_\_

I understand that the Covered Program described above is an optional and purely voluntary program being offered to my child, (print name) \_\_\_\_\_. In consideration for my child's involvement or participation in the Covered Program, I agree to the following on behalf of myself, my child, and our heirs, executors, administrators, and personal representatives:

1. REPRESENTATION OF HEALTH. I hereby acknowledge, agree, and represent that I understand the nature of the Covered Program and that my child is in good health and in proper physical, mental, and emotional condition to participate in the Covered Program. I further acknowledge, agree, and represent that in connection with my child's participation in the Covered Program:  
(a) my child will be covered by a private medical and liability insurance policy, (b) my child is not employed by the University of Hawai'i, and (c) the University of Hawai'i will not be responsible for or required to indemnify or defend my child or me with respect to any illness, personal or bodily injury, death, economic and property damage, severe emotional loss, and any other loss, damage, or injury (collectively the "Injuries/Damages") that I or my child may sustain or suffer arising out of or in connection with my child's involvement or participation in the Covered Program.

2. ASSUMPTION OF RISK. I understand and acknowledge the dangers and risks involved in my child's involvement or participation in the Covered Program which include the "Injuries/Damages". These Injuries/Damages may be caused by my child's actions or inactions, the action or inactions of others involving or participating in the Covered Program, and the conditions in which the Covered Program takes place. I acknowledge that there may be other Injuries/Damages either not known to me or not readily foreseeable at this time. On behalf of my child and myself, I hereby fully accept and assume all risks of the Injuries/Damages resulting from my child's involvement or participation in the Covered Program. I have read and understood all written materials setting forth the requirements for my child's participation and I have instructed and required my child to strictly observe, follow, and comply with all verbal and written instructions, and seek clarification and further explanation if he/she does not understand any of the written materials or verbal instructions.

3. WAIVER AND RELEASE. On behalf of my child and myself and our heirs, personal representatives and assigns, I hereby waive, release, and discharge any and all claims, demands, actions, rights, and causes of action on account of any loss, including damage to personal property, personal or bodily injuries, and death, related to, arising from connected with or traceable either directly or indirectly to my child's involvement or participation in the Covered Program (collectively the "Released Claims").

4. INDEMNIFY, DEFEND, AND HOLD HARMLESS. On behalf of my child and myself, I hereby accept full responsibility for my child's participation in the Covered Program and **on behalf of my child and myself I agree to indemnify, defend, and hold harmless the University of Hawai'i, and its past, present and future Board of Regents, officers, employees, agents, and assigns from any and all Released Claims and any and all demands, actions, judgments, injunctions, orders, rulings, directives, penalties, assessments, liens, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and costs), arising or resulting from or caused by any acts or omissions by my child or myself (or by any person whom I am responsible) during, involving, or related to my child's participation in the Covered Program.**

5. PHOTO, VIDEO AND SOUND RECORDING RELEASE AND CONSENT. On behalf of my child and myself, I authorize the University of Hawai'i and its officers, agents, employees, successors, licensees, and assigns to take and use photographs, video, and sound recordings of and/or live stream my child's participation in the Covered Program, and to use my child's name, image, likeness, appearance, and voice (collectively the "Recordings"): (a) for any legitimate purpose, including any educational, institutional, scientific, fundraising or informational purposes whatsoever, (b) in perpetuity, (c) on a worldwide basis, (d) without compensation to my child or me, (e) in any manner or media, including use on social media sites and web pages accessible to the general public, and (f) alone or in combination with other Recordings. All right, title, and interest in the Recordings belong solely to the University of Hawai'i. I understand the Covered Program may attract media coverage or be recorded, in whole or in part, for rebroadcast or retransmission, and consent to my child's inclusion in such media coverage, which may appear in print media, live or replay telecast or broadcast, podcast, and/or through social media and internet postings.

I have read this Parent/Legal Guardian Consent, Waiver, Release, and Indemnity ("Agreement") and I understand that my child and I are giving up substantial rights, including the right to sue. I acknowledge that my child is participating in the Covered Program freely and voluntarily. I agree that: (a) this Agreement shall be interpreted and enforced in accordance with the laws of the State of Hawai'i and (b) if any portion of the Agreement is deemed or held invalid, the remainder of the Agreement shall continue in full force and effect.

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Signature of Minor Participant

Print Name

Date

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Signature of Parent/Legal Guardian

Print Name

Date

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Signature of Parent/Legal Guardian

Print Name

Date

(Co-signature of parent/legal guardian is required if Participant is under 18 years of age)

(If parents are divorced, both parents must sign this Agreement.)

(If signed by more than one Parent/Legal Guardian, all Parents/Legal Guardians will be covered by the terms "me", "myself," and "I")