



## PARTICIPANT WAIVER

I, the undersigned, in exchange for being permitted to participate in a forest bathing activity or a guided outdoor nature walk, led either in-person or virtually, by Forest Bathing Hawai'i LLC (the "Organization"), I hereby represent and agree to the following:

- I acknowledge that outdoor activities in natural areas may expose me to known and unanticipated risks that could result in potential injury or illness to myself, my property, or a third party. These risks may include exposure to heat, wind, rain, insect bites, slippery or uneven ground, hazardous plants, or my own physical condition. I understand that these risks cannot be eliminated without jeopardizing the essential qualities of the forest bathing experience. I accept and assume all the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
- I am in good health and physical condition to participate in the activity. If I have a medical condition or health concern that I think the Organization should be aware of, I will inform them in advance of my arrival to the walk. I acknowledge that it is my sole responsibility to determine if I am capable of participating in the activity.
- I am solely responsible for my own well-being and safety at all times during the activity. I understand that at any time I may opt to not participate in any part of the activity should I feel is not safe, or simply that I do not want to participate for any reason.
- I have provided the Organization with complete and accurate information of myself, my contact information, and my emergency contact information. In the event of my illness or injury, I grant the Organization the full authority to take whatever action it deems warranted under the circumstances regarding my health or safety in connection with my participation in the activity, to include rendering first aid, medication, or medical treatment. This authority shall permit the Organization to contact emergency personnel at its discretion for medical services and treatment at my sole expense.
- I acknowledge and agree that the Organization is not responsible for lost, stolen, or damaged personal property. I further acknowledge that I should keep any valuables with me at all times while participating in the activity. I agree that I assume all responsibility for my own property.
- I grant and convey to the Organization all right, title, and interest in any and all photographic images and video or audio recordings made by the Organization during the activity, to include any royalties, proceeds, or other benefits derived from such photographs or recordings. This includes digital images, which may be posted at the Organization's website, social media page, or on its promotional materials.

Following the pronouncements above I hereby declare:



I am fully and personally responsible for my own safety and actions while and during my participation in the activity and I recognize that I may be at risk for injury or illness to myself or others while participating in the activity. With full knowledge of the risks involved, on behalf of myself, my heirs, personal representatives and assigns, I hereby release, waive, discharge the Organization, its members, managers, officers, independent contractors, affiliates, employees, representatives, successors, and assigns from any and all liabilities, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, injury, or death, that may be sustained by me while participating in the activity.

I further agree to indemnify, defend, and hold harmless the Organization from and against any and all costs, expenses, damages, lawsuits, and/or liabilities or claims arising whether directly or indirectly from or related to any and all claims made by or against any of the released party due to injury, loss, or death from or related to my participation in the activity.

By signing below I acknowledge that I have read the foregoing Liability Release and Waiver and understand its contents; that I have been sufficiently informed of the risks involved and give my voluntary consent in signing it as my own free act and deed; that I give my voluntary consent in signing this Liability Release and Waiver as my own free act and deed with full intention to be bound by the same, and free from any inducement or representation; and that I have the authority to sign this Liability Release and Waiver and acknowledge that it will be binding on my heirs, representatives, successors and assigns. If I am under 18 years of age, my parent or legal guardian must sign on my behalf.

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NAME (print)

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SIGNATURE

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EMAIL ADDRESS

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PHONE NUMBER