

**WAIVER AND RELEASE FROM LIABILITY  
AND INDEMNITY AGREEMENT**

**FOREST BATHING HAWAI‘I LLC**

**THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. BY SIGNING THIS DOCUMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ IT, UNDERSTAND IT, AND AGREE TO ALL OF ITS TERMS.**

**Name of Participant:** \_\_\_\_\_

**Name of Parent/Guardian, if Participant is under age 18:** \_\_\_\_\_

In exchange for being permitted to participate in outdoor activities in natural areas provided by Forest Bathing Hawai‘i LLC (the “Activities”), the undersigned hereby represent and agree to the following on behalf of myself (or as Parent/Guardian on behalf of Participant, if Participant is under age 18), my heirs, assigns, and legal representatives, and anyone claiming through, by or under me:

1. I will be voluntarily participating in Activities provided by Forest Bathing Hawai‘i LLC (“Forest Bathing Hawai‘i”) at various natural areas, to include hiking trails, parks, etc. This may include, but is not limited to the Lyon Arboretum and Ho‘omaluhia Botanical Garden. My participation in the Activities is at my own risk and I acknowledge that these Activities involve an inherent risk of bodily injury, including the possibility of death. I acknowledge that the foregoing risks include, but are not limited to: slipping and falling; falling objects; water hazards, heat exhaustion, sunburn, dehydration, insect bites, etc., or even death. Knowing, realizing and appreciating these risks, I desire to participate in the Activities.
2. I represent that I am in good health, have no physical conditions that affect my ability to participate in the Activities, and I have not been advised otherwise by a physician. I acknowledge that it is my sole responsibility to determine whether I am capable of participating in the Activities and to obtain the medical clearance, if necessary, prior to engaging in the Activities.
3. I represent that I have provided Forest Bathing Hawai‘i, prior to the walk, complete and accurate contact information for myself and my emergency contact. In the event of my illness or injury, I grant Forest Bathing Hawai‘i the full authority to take whatever action it deems is warranted under the circumstances regarding my health or safety in connection with my participation in the Activities, including the provision of any emergency first aid, medication, or medical treatment. This authority will permit Forest Bathing Hawai‘i, at its discretion, to contact emergency medical personnel for medical services and treatment at my own expense.
4. It is expressly understood that I am responsible for my own conduct, health, and safety at all times. I understand that nothing stated herein shall relieve me from abiding by Forest Bathing Hawai‘i’s rules and regulations. I acknowledge that Forest Bathing Hawai‘i may amend its rules and regulations at any time at its sole discretion.
5. I acknowledge and agree that Forest Bathing Hawai‘i is not responsible for lost or stolen property. I further acknowledge that I should keep any valuables with me at all times while participating in the Activities. I agree to assume all responsibility for my own property.
6. I hereby waive, prospectively release, discharge, and acquit Forest Bathing Hawai‘i, its officers, directors, employees, agents, legal representatives, successors, and assigns, from any and all claims and from any

liability for personal injury or death, including the loss of services, which may be sustained by me on account of, arising out of or while engaged in any Activities, or at any time during my participation with Forest Bathing Hawai'i or at any time thereafter. This waiver and release shall apply to all claims, demands or causes of action including those that may arise out of the negligence of those hereby released.

7. I agree to indemnify, defend, and hold harmless Forest Bathing Hawai'i, its officers, directors, employees, agents, legal representatives, successors, and assigns against all liability, demands, claims, costs, losses, damages, recoveries, settlements, and expenses (including interest, penalties, attorney's fees, expert witness fees, costs, and expenses incurred by Forest Bathing Hawai'i, known or unknown, contingent or otherwise) directly or indirectly arising from or related to my participation in the Activities or with Forest Bathing Hawai'i.
8. I grant and convey unto Forest Bathing Hawai'i all right, title, and interest in any and all photographic images and video or audio recordings made by Forest Bathing Hawai'i during Activities, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. This includes digital images, which may be posted at the Forest Bathing Hawai'i website or social media pages.

This Waiver is a legally binding agreement and will be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. Any provisions found to be void or unenforceable shall not affect the validity or enforceability of any other provisions. This Waiver may be executed in counterparts, including facsimile signatures, and all such counterparts shall constitute one agreement, binding upon all parties hereto. Where appropriate, words signifying one gender shall include the other and words signifying the singular shall include the plural and vice versa.

**PARTICIPANT SIGNATURE**

I have read this document and I understand its content. I understand that by signing below, I have given up substantial rights. I have voluntarily signed this release.

Print Name of Participant	Signature of Participant	Date
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Email	Phone Number(s)
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Emergency Contact	Phone Number(s)
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**PARENT/GUARDIAN SIGNATURE**

As the parent/guardian of the above-named Participant, I agree to the terms and conditions contained in this Waiver and Release from Liability Agreement, and I assume responsibility for the actions or inactions of the Participant. I have read this document and I understand its content. I understand that by signing below, I have given up substantial rights. I have voluntarily signed this release.

Print Name of Parent/Guardian	Signature of Parent/Guardian	Date
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