

ADULT 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, 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.

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/an: (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) _____

In consideration for my involvement or participation in the Covered Program, I agree to the following on behalf of myself and my 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 I am in good health and in proper physical, mental, and emotional condition to participate in the Covered Program. If, at any time, I believe the conditions of my participation to be unsafe, I will immediately discontinue further involvement or participation in the Covered Program. I further acknowledge, agree, and represent that in connection with my participation in the Covered Program: (a) I will be covered by a private medical and liability insurance policy, (b) I am 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 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 may sustain or suffer arising out of or in connection with my involvement or participation in the Covered Program.

2. ASSUMPTION OF RISK. I understand and acknowledge the dangers and risks involved in my involvement or participation in the Covered Program which include the "Injuries/Damages". These Injuries/Damages may be caused by my own 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. I hereby fully accept and assume all risks of the Injuries/Damages resulting from my involvement or participation in the Covered Program. I have read and understood all written materials setting forth the requirements for my participation and I will strictly observe, follow, and comply with all verbal and written instructions, and I will seek clarification and further explanation if I do not understand any of the written materials or verbal instructions.

3. WAIVER AND RELEASE. On behalf of myself and my 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 involvement or participation in the Covered Program (collectively the “Released Claims”).

4. INDEMNIFY, DEFEND, AND HOLD HARMLESS. I hereby accept full responsibility for my participation in the Covered Program and **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 of my acts or omissions (or by any person whom I am responsible) during, involving, or related to my participation in the Covered Program.**

5. PHOTO, VIDEO AND SOUND RECORDING RELEASE AND CONSENT. 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 participation in the Covered Program, and to use my 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 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 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 Consent, Waiver, Release, and Indemnity (“Agreement”) and I understand that I am giving up substantial rights, including the right to sue. I acknowledge that I am 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.

Participant Signature

Print Name

Date

II. HIMB MEDICAL CONSENT FORM

I consent to, and authorize any medical professional and others working under their supervision to provide medical treatment or care to me (print name) _____ for any injury or illness arising from or related to my involvement or participation in the Covered Program and agree to pay any and all medical expenses, costs and other charges, and to release, discharge, indemnify, defend, and hold harmless the University of Hawai'i, State of Hawai'i, and their regents, officers, employees, agents and assigns from and against any and all liability, claims, demands or actions arising from or connected with such medical treatment or care.

I give permission to the University of Hawai'i to undertake any emergency/urgent treatment or medical care for me that may be deemed necessary for my health. Also, if my hospitalization is deemed to be medically necessary, I give permission for my hospitalization.

Participant's Health Insurance

The University of Hawai'i requires participants to maintain personal health insurance. Please indicate private insurance coverage or Medicaid eligibility below.

Name of Insurance Company

Policy #

Group #

Policy Holder's Name

Relationship to Participant

If you do not have private insurance, have you applied for Medicaid?

Yes No (If not, please do so.)

Participant Signature

Print Name

Date

III. HIMB EMERGENCY CONTACT INFORMATION

Participant's Emergency Contact Information

Home Phone Number

Contact Name

Work Phone Number

Contact Name

Cell Phone Number

Contact Name

Physician's Emergency Contact Information

Home Phone Number

Contact Name

Work Phone Number

Contact Name

Cell Phone Number

Contact Name

Physician's Exchange

Phone Number