



## **KOHALA UTV ADVENTURE ("KUA")**

### **VOLUNTARY PARTICIPATION AGREEMENT & LIABILITY WAIVER**

Name (please print): \_\_\_\_\_ Phone: \_\_\_\_\_  
Home Address: \_\_\_\_\_  
Health Conditions: \_\_\_\_\_  
Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
Date Of Birth: \_\_\_\_\_ Driver's License Issued By: \_\_\_\_\_

#### **I. Participant Requirements**

The **KOHALA UTV ADVENTURE ("KUA")** tour is designed for participants in reasonably good health. Due to the nature of the tour, we reserve the right to refuse participation to anyone. Participation in the tour carries inherent risks, both known and unknown, that may result in injury, illness or death. The tour occurs in an isolated environment and immediate medical attention may not be available. I acknowledge that this activity is purely voluntary, and I am participating with full knowledge of the risks inherent in such activity. We are not responsible for any of your personal property lost or damaged during tours or left in your vehicle. You must agree to and sign this Voluntary Participation Agreement & Liability Waiver ("VPA") prior to participation in the tour.

#### **The following requirements will be enforced at all times:**

- Drivers must be age 21 or older and have a valid, official driver's license.
- All drivers must attend the safety briefing, complete the on-site practice course, and pass the practice course evaluation.
- Only drivers who have passed the driver evaluation will be allowed to operate UTVs.
- ALL safety equipment, including seatbelts, helmets, gloves and eye protection, must be worn AT ALL TIMES that UTV is in operation.
- Closed-toe shoes are required.
- Any participant exhibiting any cognitive or physical impairment that could negatively affect their ability to safely participate in this activity, will NOT be allowed on the tour.
- Minimum age to participate is 5 years.
- Youths younger than 18 years must have their parent or legal guardian review and sign the VPA.
- Youths younger than 18 years must have an adult accompany them on the tour.
- Excessive speed or deviating from the trail (speed and route as set by KUA's guides) will result in your removal from the tour (with no refund, either). NO EXCEPTIONS.
- Drivers will be responsible for and pay for any and all intentional damage or theft of equipment supplied by KUA for the tour at the full replacement value of the equipment.
- Drivers and all participants must remain seated with any seatbelts fastened while the UTV is in motion.
- A driver who sees a passenger in the UTV acting in an unsafe manner shall stop the UTV as soon as can be safely done and notify a guide.

If you have any of the following medical conditions we **STRONGLY** recommend you consult your physician prior to participation in this tour, and discuss any concerns with your guide:

- Heart disease, high blood pressure, or any cardiac condition that may require immediate medical attention.
- Hemophilia
- Take any blood thinning medications.
- Asthma or any other respiratory conditions.
- Diabetes
- Insulin dependent
- Pregnant, or think you may be pregnant
- Severe allergic reactions
- Severe recent, recurring or existing injuries including, but not limited to back, joint, and neck issues.
- Any other medical condition(s) that could affect your participation in this tour.

You **CANNOT** participate in a tour if you are:

- Under the influence of alcohol or drugs (illegal or legal) that impair you in any way.
- Pregnant or think you may be pregnant.
- Suffering from, reoccurring, or existing injuries including, but not limited to back, joint, and neck issues
- Epileptic or have seizure disorders

I FULLY UNDERSTAND AND AGREE TO THE REQUIREMENTS STATED ABOVE.

INITIAL: \_\_\_\_\_

## **II. Voluntary Participation Agreement (VPA)**

**Please read this document carefully.** It must be signed by all participants prior to commencing the tour. If the participant is under the age of 18 years at least one parent or legal guardian, responsible for the minor child must also sign.

**I acknowledge that I am voluntarily participating in the KOHALA UTV ADVENTURE ("KUA") Tour.** I do not have any medical condition which might create an unsafe risk to me or others who are participating in this tour with me. I have also read and understand the foregoing **Participant Requirements** section of this form.

- 1) Acknowledgement and Assumption of Risks. I understand that the KUA tour may expose participants to certain risks. I am aware of and voluntarily assume the DANGERS AND RISKS OF SERIOUS INJURY, ILLNESS OR DISEASE, STRAINS, FRACTURES, PARTIAL OR TOTAL PARALYSIS, OTHER AILMENTS THAT COULD CAUSE SERIOUS DISABILITY, AND/OR DEATH that exist in my participation, or the participation of any minor children for which I am responsible, in the tour and/or my use of the off-road utility terrain vehicle ("UTV") and UTV safety equipment. These risks can be caused by loss of vehicle control, collisions, mechanical failures, trail conditions, my own negligent acts, the negligent acts of other riders and

operators, and the potential negligence of the tour operator, including the failure to adequately screen, train, warn, or otherwise protect me from all risks;

If I am driving and become aware of a condition which impairs my ability to operate the UTV safely, I will stop the UTV as soon as can be done safely and notify the guide. The guide may replace the driver or may have me and my passenger transported with another vehicle.

2) I acknowledge that the description of risks is not complete and that other unknown or unanticipated risks may result in injury, illness or death. Activities occur in an isolated environment and immediate medical attention may not be available. I acknowledge that this activity is purely voluntary, and I am participating with full knowledge of the inherent risks in this activity.

3) I am confident in my ability and knowledge to safely operate or ride in the UTV in accordance with such safety instructions and warnings posted on the vehicle, the use of a helmet, gloves, eye protection, seat belts, and other personal protective equipment, and in accordance with the safety briefings and training provided. If I have any questions, I will ask my guide before riding.

4) I certify that I have not, and will not, consume drugs, alcohol or any other substance that could impair my judgement or ability to safely operate or ride the UTV.

5) If I am the driver of the UTV, I acknowledge that I will be responsible for paying for any damages or theft of the equipment used by me during the tour, up to the full value price of the equipment or UTV. If this tour was paid for by a credit card, I agree to not dispute the charge with my credit card company or charge back any amount. Any disputed amount must be resolved between me or the credit card holder and Kohala UTV Adventure Tours.

6) Release and Indemnity. As consideration for being permitted to participate in the tour, I hereby agree that I, on my behalf and for my assignees and heirs, and/or as the parent/guardian of a minor participant for whom I am signing, hereby release Kohala UTV Adventure, its directors, members, managers, officers, agents, landlords, employees, volunteers, or its affiliated organizations or the supplier of any of the equipment used in the activity ("Released Parties"), any and all claims for injury, disability, death or other loss or damage or for property damage suffered by me and/or my minor child arising in whole or in part from participation in this activity, both foreseeable or unforeseeable.

In addition, I agree TO INDEMNIFY (that is, defend and satisfy by payment or reimbursement, including costs and attorney's fees) Released Parties from any claim for losses, including those for injury, disability, death, or property damage brought by me or on behalf of my child or by a third party. These agreements of release and indemnity include loss or damage caused or claimed in whole or in part by the negligence of a Released Party, but not intentional wrongs or the gross negligence of a Released Party.

7) Severability. If any provision of this agreement is held to be void or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall nevertheless be fully enforceable, unimpaired by such holding.

8) Additional Provisions. I, an adult participant or the parent/guardian of a minor participant, authorize Kohala UTV Adventure to provide or obtain for me such medical care as it considers necessary and appropriate, and I agree to pay all costs associated with such care and transportation. Any dispute between a Released Party and participant or parent/guardian will be governed by the laws of the State of Hawaii, and any mediation or suit shall take place only in the State of Hawaii in the County of Hawaii.

I, on behalf of myself and any minor child, hereby give my permission and consent to the taking of photographs, video, or other media and agree that such material may be published and otherwise used by KUA for purposes it deems appropriate without compensation to me or the child.

**COVID19 Addendum to Voluntary Participation Agreement**

The following COVID-19 Guest Policies are required of all guests of Kohala Eco Ventures to help protect our guests, staff, and local community. Please read and initial each of the following:

- During your visit with us do you agree to have all in your party adhere to the following guidelines? \_\_\_\_\_ Yes
- All guests must provide first & last name, email address, and phone number of all individuals in their party to assist with contact tracing. \_\_\_\_\_ Yes
- All guests will need to pass a mandatory temperature check & health screen when checking in. Anyone, and their group, who does not pass this screening will not be allowed to participate in the tour (see Kohala UTV website, Tour Details page for more details). \_\_\_\_\_ Yes

I HAVE HAD SUFFICIENT OPPORTUNITY TO CAREFULLY READ THIS VOLUNTARY PARTICIPATION AGREEMENT AND PARTICIPANT REQUIREMENTS AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY IN WHICH I AM GIVING UP IMPORTANT LEGAL RIGHTS AND A CONTRACT BETWEEN MYSELF AND KOHALA UTV ADVENTURE AND/OR ITS AFFILIATED ORGANIZATIONS, AND SIGN IT OF MY OWN FREE WILL. I HEREBY DECLARE THAT I AM AT LEAST EIGHTEEN (18) YEARS OF AGE, OR THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE PARTICIPANT THAT I AM SIGNING ON BEHALF OF.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Parent/Legal Guardian (if participant under 18):*

PrintName: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_