

Waiver and Release Agreement

Please read carefully before signing. This is a release of liability and waiver of certain legal rights.

In consideration for my being permitted to participate in the activities of Oahu Nature Tours, I agree to the following Waiver and Release:

I will carry all valuables with me whenever I leave Oahu Nature Tours' vehicle at any stops made during the tour. It is my responsibility to make sure that none of my valuables (cameras, purses, wallets, personal backpacks, personal binoculars, and other items in my possession) are left inside (visible or not) whenever I leave the vehicle during the tour.

I acknowledge that hiking and touring present inherent risks, hazards, and dangers for anyone, which cannot be eliminated, particularly in a wilderness environment. I understand that these risks, hazards, and dangers include without limitation:
Walking in rugged country, including encounters with wildlife, animals and insects; and inclement weather conditions.

I understand the risks, hazards, and dangers of hiking and walking, and have had the opportunity to discuss them with Oahu Nature Tours. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I possess the physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I am voluntarily using the services of Oahu Nature Tours with full knowledge of the inherent risks, hazards, and dangers involved and hereby assume and accept any and all risks of injury, paralysis, or death.

Lastly, I, for myself, my heirs, successors, executors, and subrogates, hereby knowingly and intentionally waive and release, indemnify and hold harmless Oahu Nature Tours, their directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorney's fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, negligence of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services, vehicles or equipment. Whether such damage, loss, injury, paralysis, or death results from negligence of Oahu Nature Tours or from some other cause. I, for myself, my heirs, my successors, executors, and subrogates, further agree not to sue Oahu Nature Tours as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities of Oahu Nature Tours.

I have carefully read, clearly understand, and voluntarily sign this waiver and release agreement.

****Parents / Guardians must SIGN for ALL children under the age of 18 years old.****