

**RELEASE OF LIABILITY FOR MINOR AND PARENT OR CUSTODIAN
OF MINOR (Any person under age 18)**

(Standard release signed by the minor must accompany this release)

This document does not constitute authorization to visit Kaho'olawe.
Such authorization must be obtained from the Kaho'olawe Island Reserve
Commission and Commander, Naval Base Pearl Harbor.

I have requested the Department of the Navy and the Kaho'olawe Island Reserve Commission to allow my child, of whom I have custody and for whom I hold responsibility to enter the island of Kaho'olawe.

I agree and acknowledge that **MY CHILD'S SAFETY IS MY RESPONSIBILITY AND MY CHILD'S RESPONSIBILITY** and no one else's.

I fully understand, and by my signature acknowledge that I understand and that my child understands, that the island of Kaho'olawe was used from 1941 to 1990 as a live ordnance military training complex that the island and its waters were used by the United States and its allies as a live ordnance impact training area; that the **ENTIRE ISLAND IS DANGEROUS AND UNSAFE** due to the presence of surface and subsurface **UNEXPLODED ORDNANCE**; that there may be hazardous conditions and ordnance on and under the surface of the island and in the waters surrounding the island; and that unexploded ordnance may explode nearby to my child causing my child serious bodily harm, injury and death.

I fully understand and by my signature acknowledge that I understand, and that my child understands, that the roads and trails on the island of Kaho'olawe are extremely rough and rugged. I fully understand and by my signature acknowledge that I understand and my child understands, that if my child utilizes any of these roads or trails, **MY CHILD MAY BE INJURED**.

Knowing that the island is dangerous and unsafe and that the pervasive presence of unexploded explosives presents to my child **A RISK OF SERIOUS BODILY HARM OR DEATH**, I nevertheless desire that my child go to the island of Kaho'olawe. I voluntarily **ASSUME THE RISK OF INJURY OR LOSS** created by the presence of explosives and other hazardous conditions which exist on the island. I, for myself and my child, and my child's heirs, beneficiaries, executors, administrators, guardians, or trustees, **RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS AND AGREE NOT TO SUE OR FILE ANY CLAIM(S) AGAINST** the United States of America, the Department of the Navy, the State of Hawaii and any and all of its officers, agents, and employees, for death or injury to me or my child or damage to or destruction of any of my property or my child's property resulting from the explosives or hazardous conditions, existing conditions, or acceptance of transportation on or in the island and waters of Kaho'olawe.

In consideration of allowing my child the access which I have requested for my child, I do for myself and my child, my heirs, beneficiaries, executors' and administrators and my child's heirs, beneficiaries, executors, administrators, guardians, and trustees, **RELEASE AND FOREVER DISCHARGE** the United States of America, the Department of the Navy, the State of Hawaii, and any and all of their officers, agents and employees, whether acting in their official capacity or otherwise from any and all claim(s), demand(s), action(s), or cause(s) of action on account of my child's death or on account of any loss or injury to my child or me or my property or my child's property which may occur from **ANY** cause during my child's access to the island of Kaho'olawe or incident thereto.

By signing below, I certify that I have lawful custody of the minor child referenced above. I am aware that making a false statement may result in federal prosecution.

This release of liability is effective for the access period commencing _____ and ending _____

CHILD'S NAME (PRINT) _____ AGE _____

PARENT'S NAME (PRINT)

CUSTODIAN'S NAME (PRINT)

PARENT'S SIGNATURE & DATE

CUSTODIAN'S SIGNATURE & DATE

Mailing Address: _____
