

MAUI CANYON ADVENTURES INC., dba RAPPEL MAUI PARTICIPATION AGREEMENT

Aloha. Rappel Maui welcomes you as a participant in a canyoning tour of one of Maui's wilderness canyons.

If you choose to go on the tour, you agree to be personally responsible for every move and every decision that you make and everything that you may encounter or be subjected to. You may be exposed to dangerous conditions, whether they are natural or man-made, or whether they arise from equipment failure, encounters with falling rocks, rising water levels, wild animals, insects or dangerous plants or actions that you decide to do of your own volition. As these conditions can cause injury or sickness, Rappel Maui will allow you to participate in the tour only if you consider your physical, mental and emotional condition and the conditions you may encounter in the course or on the tour. In reaching your decision, we ask that you do the following:

1. Acknowledge that there are potential dangers associated with a canyoning tour, rappelling down high cliffs, swimming under waterfalls, possible jumping off cliffs into pools (which we do not allow) and climbing out of steep canyons on potentially dangerous routes in Maui's undeveloped areas. These dangers include: slipping, tripping or falling on rugged, slippery or boulder-strewn trails and stream beds; being struck by falling tree parts or rocks; collision with submerged objects, hitting the water hard when jumping; being exposed to the elements; changing weather and stream conditions, including suddenly rising stream waters and equipment malfunction or failure. These dangers can result in sprains, strains, torn ligaments, torn muscles, broken bones, eye and ear damage, cuts, wounds, scrapes, abrasions, contusions, head injuries, neck injuries, rib injuries, spinal injuries, arm injuries, wrist and hand injuries, leg injuries, ankle and foot injuries, injuries to other parts of the body, drowning, hypothermia, exhaustion, sunburn, sunstroke, dehydration, poisoning, infection, oxygen shortage, animal or insect scratches and bites, shock, paralysis, or death. _____(initial here)
2. Accept the instructions of the guides during the tour and adjust your equipment only with the guide's help. _____(initial here)
3. Fully inform the Rappel Maui guides of any defects in your physical, mental or emotional abilities that may keep you from fully participating in the tour, so that they may help you determine if this extreme sport is appropriate for you. Please disclose your adverse conditions by writing them on the bottom of this paper and by telling the guides. _____(initial here)
4. Acknowledge that a danger of canyoning in undeveloped areas is the lack of immediately available medical facilities or health care greater than that which the Rappel Maui guides can provide. _____(initial here)
5. Agree to use your common sense in enjoying the canyoning course or tour, which includes staying with the tour group, staying on designated routes, wearing your helmet and all safety equipment provided at all times, using care when rappelling and hiking in streams and along cliffs, being wary of animals and following all instructions of Rappel Maui guides. _____(initial here)
6. Agree to attempt to preserve the environment by not discarding paper, plastic, or non-biodegradable items, not removing plants, and by carrying out all of your human waste products in the containers provided or using the restrooms at the trail head. _____(initial here)
7. Acknowledge that equipment may malfunction, even if checked on a regular basis. _____(initial here)
8. Acknowledge that based on the weather conditions and/or water levels in the streams, the guides may determine it unsafe to rappel into streams/waterfalls, in which case alternative rappels outside of the streams will be used. _____(initial here)

COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. Rappel Maui cannot prevent you or anyone in your party from becoming exposed to, contracting, or spreading COVID-19 while participating with Rappel Maui. It is not possible to prevent against the presence of the disease. Therefore, if you choose to participate in a Rappel Maui tour you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK: I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself and/or my children in order to participate on a Rappel Maui tour. _____ (initial here)

Rappel Maui will allow you to participate in our course or tour if you agreed to all of the above items.

Release

In exchange for allowing me to participate in the Canyon Adventures tour, I acknowledge that Rappel Maui informed me of some of the less obvious risks and dangers associated with the rappelling tour in an undeveloped area. I hereby release Rappel Maui, Waialele Pali, LLC, and Garden of Eden, LLC, their officers, directors, partners, employees, and agents, from any responsibility for any damage to my person or property or any injury that results from the risks and dangers involved, or in the event that I leave the tour group, for any damage or injury that results. I also understand that I am giving up my right to bring a lawsuit against these entities or persons for damages or injuries that might result from my participation in the tour. Agreed: _____(initials)

Photo/Video Release

I hereby provide consent to Rappel Maui any advertising, promotion, artistic or televised/internet published programming without limitations of time and without further compensation of any nature or kind to me or my representatives.

Agreed: _____(initials)

Indemnity

If a lawsuit is brought against Rappel Maui, Waialele Pali, LLC, or Garden of Eden, LLC, their employees, partners, officers, directors, and agents, for any damage or injury to me that results from the risks and dangers of participating in a rappelling course or tour, I agree to indemnify and hold harmless the entities and persons mentioned above from all claims being made in the lawsuit. Agreed: _____(initials)

I sign this Participation Agreement, Release and Indemnity Agreement knowingly and voluntarily after Rappel Maui answered all of my questions to my satisfaction.

Signature _____ Date _____ Print Name _____

Street Address: _____ E-mail Address: _____

City: _____ State: _____ Country _____ Postal Code: _____

Note: Rappel Maui does not sell or distribute your personal information; it remains private.

If you are the parent or guardian of a person under 18 years of age or who requires special care, complete the following:

In exchange for Rappel Maui allowing the person(s) whose name(s) are printed below to participate in a canyoning course or tour, I agree to release, indemnify and hold harmless Rappel Maui, Waialele Pali, LLC, and Garden of Eden, LLC, and their employees, guides and agents for any damage or injury to the person(s) named below that results from the risks and dangers of participating in this activity.

Signature of parent or guardian _____

Print name(s) of minor(s) or person(s) needing special care _____

MEDICAL CONDITIONS

Select any of the applicable conditions and include other conditions and details on the lines below or indicate "not applicable."

- History of seizures Breathing/lung conditions Allergies Heart conditions
- Hearing impairments Blood clotting disorders Medications Pregnancy
- None of the above

Details about above conditions or other conditions:

List current or recent medication names/types:
