

HIKE MAUI PARTICIPATION AGREEMENT - Waterfalls & Rainforest Hikes

Aloha, Hike Maui welcomes you as a participant in our hiking tour in one of Maui's beautiful and undeveloped areas.

Please consider that if you choose to go on the tour, you may be exposed to dangerous conditions, whether they are natural or man-made, or whether they arise from encounters with slippery mud, slippery or jagged rocks, rising stream waters, natural bodies of water, uneven or inconsistent surfaces and terrain, ledges, cliffs, loose rocks or gravel, unmaintained stairs or rope systems, maintained and unmaintained narrow bridge crossings with or without hand railings, wild animals, insects, or dangerous plants. These conditions can cause injury, illness, or death and Hike Maui will allow you to participate in the tour only if you knowingly, willingly, and voluntarily agree to participate after full consideration of the information provided below and are willing to be fully responsible for yourself and your possessions. Ask any questions. Considering your physical condition and the conditions you may encounter on the tour we ask that you do the following to reach your decision:

1. Acknowledge that there are potential inherent risks associated with hiking, crossing rivers (both in the water and over narrow walking bridges), optionally swimming in natural pools and under waterfalls, and optionally jumping off cliffs into pools (which we do not recommend and is prohibited in the national park). If you choose to participate in this hiking tour and to engage in any of the optional swimming and cliff jumping, the risks include: slipping, tripping or falling on rugged, slippery or boulder-strewn trails and stream beds; hitting the water hard or striking submerged objects if you jump into pools; being struck by falling tree parts or rocks; being exposed to the elements; changing weather conditions; changing trail conditions, including hiking in stream beds and rising stream waters; and equipment malfunction or failure, including the water shoes provided. These dangers can result in sprains, strains, torn ligaments, torn muscles, broken bones, eye and ear damage, cuts, scrapes, abrasions, contusions, head injuries, neck injuries, rib injuries, spinal injuries (including vertebral fractures), 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 stings and bites, shock, partial or complete paralysis, or death. _____ (initial here)
2. Accept the instructions of the Hike Maui guides during the hiking tour. _____ (initial here)
3. Acknowledge that a hiking tour can be strenuous and challenging. _____ (initial here)
4. In order to permit Hike Maui to ensure that each participant is physically able to complete the activity, fully inform your Hike Maui guide of any physical or medical conditions that might adversely affect your ability to participate fully in the hike, such as vision or depth perception deficits or limited movement in any part of your body, prior injuries to any part of your body, any medication, including non-prescription pain killers you are taking or have taken within the last 48 hours and any other chronic or acute condition, including headaches, which you suffer from currently. If you do not feel that you will be able to complete or fully participate in the hike, please let the Hike Maui guide know so that (s)he may help you decide the proper course of action, which may include a refund, if you decide not to participate. Please write your medical concerns / conditions on the backside of this paper. _____ (initial here)
5. Acknowledge that an inherent risk of hiking in undeveloped areas is the lack of readily-available emergency and non-emergency medical services or facilities or health care professionals such as doctors and nurses, and that some injuries or emergency conditions which can result from participation in the hiking tour may require medical care greater than the wilderness first aid and CPR which the Hike Maui guides can provide. _____ (initial here)
6. Agree to use your common sense during the hiking tour, including staying with the tour group, staying on designated routes, avoiding short cuts, using care when crossing streams (whether physically in streams or on bridges), being cautious if encountering animals, following instructions of Hike Maui guides, disclosing any conditions, such as enumerated in Number 4 above, which were not previously disclosed and/or which developed after you executed this Agreement, using any safety equipment provided by Hike Maui and not exceeding your physical limitations and abilities, including those enumerated in Number 4 above. _____ (initial here)
7. Acknowledge that equipment may malfunction, even if checked on a regular basis. _____ (initial here)
8. Certify that you have adequate insurance to cover any injury or damage that you may cause or suffer while participating, or you agree to bear the costs of injury or damage yourself, and assume the risk of any medical or physical condition that you may have, whether or not said condition was symptomatic before today or disclosed to Hike Maui. _____ (initial here)

Hike Maui will allow you to participate in the hiking tour if you comply with the foregoing and agree to the following:

Release

In exchange for allowing me to participate in the hiking tour, I acknowledge that Hike Maui has informed me of some of the less open and obvious risks and dangers inherent in or associated with a hiking tour in an undeveloped area, including risks associated with crossing rushing streams, optional cliff-jumping and swimming in natural bodies of water and under waterfalls. I hereby release Hike Maui, its employees, guides, agents, and all landowners involved from any liability for any damage or injury to persons or property suffered during the hike or during optional activities that I undertake during the tour, or in the event that I leave the tour group. I also understand that I am giving up my right to bring a lawsuit against Hike Maui for damages or injuries that may result from my participation in the hiking tour. Agreed: _____ (initial here)

Indemnity

If I, my family members, or heirs bring a lawsuit against Hike Maui, its employees, guides and agents, or any landowner involved for any damage or injury suffered during the hike or during optional activities such as jumping or swimming, that I or anyone I'm responsible for undertake(s) during the tour, I agree to indemnify and hold harmless Hike Maui and the persons and entities mentioned above from all claims being made in the lawsuit. Agreed: _____ (initial here)

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

Signature Date

Print Name

E-mail Address: _____

Street Address: _____ City: _____ State: _____ Zip Code: _____

Note: Hike 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, continue to the reverse side of this page

MINOR RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In exchange for Hike Maui allowing the person(s) whose name(s) are printed below to participate in a hiking tour, I agree to release, indemnify, and hold harmless Hike Maui, its employees, guides and agents or any landowner involved for any damage or injury to the person(s) named below that results from the risks and dangers of participating in a hiking tour with optional swimming and cliff jumping.

Signature of parent or guardian

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

2) _____

3) _____

HIKE MAUI FISHING TABI RENTAL ADDENDUM (for participants who choose to rent or use tabis only)

I am aware that Hike Maui's water socks (tabis) are Japanese fishing socks and not hiking shoes. I am renting them because I do not have appropriate footwear myself. By reading this, and from the guide's advice, I am aware that tabis are slippery in mud, where they have limited traction. They're designed to provide walking assistance on wet rocks (but there is no guarantee of same). They provide no arch, ankle, or foot support. Due to the toe separation, they may cause blisters or loss of balance. If I become aware of a hot spot developing around my toes, I may ask the guide for appropriate bandages. I hereby agree that the release and indemnity provisions set forth above shall also apply to my use of tabis, and in no way, shall Hike Maui be held liable for any injury due to my use of same.

Signature

Date

FAQs-Frequently-Asked Questions

Do you have medical issues?

(back, knees, heart, diabetes, pregnancy, vision, vertigo, mobility, etc.) Write these down and tell your guide.

Need a bathroom?

Porta potties or toilets are near trailheads. After that, ask your guide for a potty bag and then search for privacy foliage.

Should we use our own backpacks?

We prefer you use ours, then you don't accidentally walk off with our gear, and you don't get your pack dirty.

Bugs love you? Got a bite?

Ask your guide for AfterBite - a pharmaceutical ammonia and alcohol solution that neutralizes the toxin. Takes away the itch.

What are flashfloods?

Sudden, very rapid flooding in streams, due to heavy rainfall. Rare, but get out of the water immediately if this does occur. You need to react very quickly and head for high ground. Listen to your guide.

Is tipping the guide common?

Yes, this is a service industry. If you're happy with your guide, much like a restaurant, a tip is the best way to show appreciation.

AFTER THE HIKE COMMENTS

Your guide's name: _____

Circle your selection with 5 being the best.

- Did your guide provide an informative narrative in the van? 1 2 3 4 5
- Did your guide provide an informative hike? 1 2 3 4 5
- Did your guide give you the attention you wanted? 1 2 3 4 5
- Was the hike and the valley as good as you wanted? 1 2 3 4 5
- Did you enjoy the food and snacks? 1 2 3 4 5

Please comment on the tour: