

KAWELA PLANTATION HOMEOWNERS ASSOCIATION
Hunting/Hiking Application

Date: _____

Lot # _____

Owners Information

Owner's Name (Last, First, MI): _____ Signature _____

Street Address _____ City _____ State _____ Zip Code _____

Mailing Address _____ City _____ State _____ Zip Code _____

Home Phone _____ Cell Phone _____

Email Address _____

Emergency Information

Name (Last, First, MI): _____

Street Address _____ City _____ State _____ Zip Code _____

Mailing Address _____ City _____ State _____ Zip Code _____

Home Phone _____ Cell Phone _____

Email Address _____

Names of Hunting/Hiking Party	Signature	License # (if applicable)
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1. _____	_____	_____
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2. _____	_____	_____
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3. _____	_____	_____
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4. _____	_____	_____
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5. _____	_____	_____
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6. _____	_____	_____
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To be filled out by KPHA Office Staff

Date Received _____

Received By _____

Date Approved _____

General Manager _____

KPHA Common Area Access Rules for Hunting and Hiking – Exhibit “A”

1. The opportunity of Hunting and hiking on Association property is extended to owners and their immediate family members (spouse, father, mother, son, and daughter) and their guests. Guests will be accompanied by the owner or immediate family member at all times.
2. All hunters shall have a valid state of Hawaii hunting license and shall abide by all federal, state or county laws that relate to hunting. It is the hunters' responsibility to be familiar with such laws.
3. All hunters and hikers will show proof of liability insurance coverage on their homeowners or other liability policies for personal liability covering activities on KPHA common areas.
4. Each hunter and hiker shall sign the Release, Waiver and Indemnity Agreement. Minor hunters/hikers under 18 years of age shall be allowed to hunt only if a parent or legal guardian has signed the Release, Waiver and Indemnity Agreement. Minor hunters/hikers must be accompanied by a parent or legal guardian whenever on KPHA common areas. The Release, Waiver and Indemnity Agreement must be signed and on file with the KPHA office prior to hunting/hiking. All Kawela homeowner(s) associated in each hunting or hiking party will be held accountable for compliance with the KPHA Common Area Access Rules for Hunting and Hiking.
5. Arrangements to reserve KPHA property for hunting or hiking will be made through the Association office via email or phone contact, website (when available), or by visiting the office during normal business hours. Office personnel will ensure that each hunter or hiker has a current license (if applicable), proof of current liability insurance, and has a current release agreement prior to reserving an area and date for hunting/hiking. Requests for dates are made after the 1st of the prior month's request date, i.e. January 1st is the first day to request dates in February. Initial reservations are limited to four (4) days per unit per month. Additional dates may be requested after the 1st of the current month if open dates exist.
6. Hunting is prohibited in areas less than 500 yards above the highest lot in Areas I, II, and III (The safety zone). Shooting at targets residing within the 500-yard safety zone is prohibited.
 - 7a. Hunting will be limited to one party per hunting area (Hunting Areas I, II, III) at any one time and the party shall be limited to staying in that area with a maximum of six people. Hunting for goats, deer and/or pigs with dogs is strictly prohibited.
 - 7b. Additional hiking parties may gain access to a Kawela area reserved by a hiking party. However, sign-in requirements apply. The party originally reserving the area has the key.
8. Hunters and hikers must sign in and out of the log that is kept at the gate of entrance.
9. Vehicles will be allowed only on roads constructed for vehicle use and if clearly marked off limits you may proceed by foot.
10. Objects of antiquity, prehistoric ruins, archeological sites, and/or monuments will not be disturbed, damaged or removed. Trash shall be removed.

11. Commercial activities (activities for which third parties are required to pay a fee) are prohibited on KPHA common grounds.
12. Violation of any hunting or hiking rule, excluding Rule 11 which addresses the prohibition of commercial hunting, will subject the responsible owner(s) to a fine of up to \$1000 and/or loss of hunting and hiking privileges for up to one (1) year. Violation of Rule 11 will result in a fine of up to \$1000 AND a permanent ban of hunting and hiking privileges for the responsible owner(s). Any violation not reconciled will result in a revoking of privileges until the matter is resolved.
13. Any individual hunting or hiking on KPHA Common Areas who has not reserved the time shall be considered to be in violation of these Rules.
14. Any person who had control of keys and locks who fails to return keys or causes the loss of keys or locks will be assessed the costs for replacement. In addition, a \$50 service fee will be assessed.

I certify that the foregoing is a true and complete set of the Association Rules adopted pursuant to Section 5.06 (a) (1) of the Declaration of Covenants and Restrictions by the Kawela Homeowners Plantation Board on the 18th day of May 2016.

Secretary for Kawela Homeowners Plantation Association

Kawela Plantation Homeowners' Association – Exhibit "B"
Notice to Hunters/Hikers

The ASSOCIATION hereby notifies the owner/hunter/hiker that:

1. **NO** potable (i.e., drinkable) water is available or provided.
 2. Much of the ASSOCIATION property consists of wilderness area. Due to natural and man-made conditions, the ASSOCIATION property (the "Property") contains **DANGEROUS CONDITIONS** which may not be specifically designated by signs and/or other landmarks. You must be **alert** and take **extreme care**.
 3. The Property may contain horses, cattle, deer, goats, pigs, other animals, and poachers, whose behavior may be **DANGEROUS** and **UNPREDICTABLE**. You must be **alert** and take **extreme care**.
 4. You may encounter certain **DANGERS**, including but not limited to; extreme weather conditions – ranging from hot and humid to wet and cold; gusty winds; flash floods; landslides; steep and slippery trails; river crossings; ridges and cliffs; sharp and/or slippery rocks; dense vegetation; thorny plants; wild animals; stinging or biting insects; diseases carried by water, air or animal vectors; and firearms, hunter(s), dogs and helicopters.
 5. There are no bathroom facilities, portable water, or telephones available on the Property. The ASSOCIATION offers no emergency care and/or evacuation services. Those services may not be readily available.
 6. You shall take appropriate steps to ensure your personal health and endurance during the hunt, including rest, food, and water and carrying prescribed medication you may be taking.
 7. The ASSOCIATION makes no warranty to representation, expresses or implied regarding conditions that hunters may encounter during any hunting trip.
 8. The ASSOCIATION provides **NO SECURITY** for or on the Property and has no control over persons who enter the property, such as hunters and hikers with or without the ASSOCIATION'S knowledge and consent. You must be alert and take extreme care.
 9. A signed and dated Liability Waiver must be attached to the application.
- ❖ This Notice informs you of some, but not all, of the possible dangers on the Property to ensure that you are aware of the risks that accompany your activities on the Property. By signing below, you acknowledge that you understand the information contained above and understand that all entry onto the Property is at his/her **OWN RISK**.

The person(s) signing below (the “OWNER”/HUNTER/HIKER) has requested permission, on their own behalf to hunt/hike upon land owned by KAWELA PLANTATION HOMEOWNERS ASSOCIATION (The “ASSOCIATION”). The ASSOCIATION’S permission to hunt/hike on its land is conditioned, in part, on the Owner’s/Hunter’s/Hiker’s express acknowledgment that he or she understands the information set forth in the KPHA Common Area Access Rules for Hunting and Hiking (Exhibit A) and Notice to Hunters/Hikers (Exhibit B) and accepts the resulting risks.

1. _____
Signature of Owner

Print Name & Lot #

2. _____
Signature of Guest

Print Name

3. _____
Signature of Guest

Print Name

4. _____
Signature of Guest

Print Name

5. _____
Signature of Guest

Print Name

6. _____
Signature of Guest

Print Name

RELEASE, WAIVER, AND INDEMNITY AGREEMENT

THIS RELEASE, WAIVER, AND INDEMNITY AGREEMENT (hereinafter the “**AGREEMENT**”) is made and entered into as of this ____ day of _____, 20____ by and between _____
(Name & Lot #)

(hereinafter the “**Hunter/Hiker**”) and the KAWELA PLANTATION HOMEOWNERS ASSOCIATION, P O Box 28, Kaunakakai, Hawaii, 96748 (hereinafter the “**ASSOCIATION**”)

WHEREAS, the HUNTER/HIKER wishes to hunt or hike upon land owned by the ASSOCIATION;

WHEREAS, the HUNTER/HIKER will be responsible for his or her conduct during the hunt/hike in accordance with the KPHA COMMON AREA ACCESS RULES FOR HUNTING AND HIKING, which is attached hereto as Exhibit “A” and made part of this AGREEMENT;

WHEREAS, the HUNTER/HIKER has reviewed and acknowledged the KAWELA PLANTATION HOMEOWNERS ASSOCIATION’S NOTICE TO HUNTERS/HIKER, which is attached hereto as Exhibit “B” and made part of this AGREEMENT;

NOW, THEREFORE, in consideration of being permitted to hunt/hike on property owned by the ASSOCIATION, the HUNTER/HIKER agrees as follows:

1. The HUNTER/HIKER hereby releases, waives and discharges the ASSOCIATION, its directors, officers, members, agents and employees from all liability to the HUNTER/HIKER or his or her spouse, legal representatives, heirs and assigns, for any and all injury, loss or damage of any type, and any claim, demand, action or right of action, of whatever kind or nature, either in law or in equity arising from or by reason of injury to the HUNTER/HIKER’S person or property, even injury resulting in the death of the HUNTER/HIKER, whether caused by the negligence of the ASSOCIATION, its directors, officers, members, agents and employees or otherwise while the

HUNTER/HIKER is hunting/hiking upon land owned by the ASSOCIATION or using the trails, shelters or other facilities thereon.

2. The HUNTER/HIKER hereby releases the ASSOCIATION, its directors, officers, members, agents and employees from any claim whatsoever on account of first aid, treatment or service rendered to him or her while engaged in entering the ASSOCIATION'S land or using the trails, shelters or other facilities thereon.

3. The HUNTER/HIKER agrees to indemnify the ASSOCIATION, its directors, officers, members, agents and employees from and against any and all claims, suits, damages, losses and expenses, including attorney's fees and costs, arising out of or resulting from the HUNTER/HIKER'S presence in or upon the ASSOCIATION's land whether caused by the negligence of the ASSOCIATION, its directors, officers, members, agents and employees or otherwise.

4. The HUNTER/HIKER hereby assumes full responsibility for the risk of bodily injury, death or property damage due to the negligence of the ASSOCIATION, its directors, officers, members, agents and employees or otherwise while in or upon ASSOCIATION land thereon.

5. The HUNTER/HIKER expressly agrees that this AGREEMENT is intended to be as broad and inclusive as permitted by the laws of the State of Hawaii and that if any portion thereof is held invalid, it is agreed that the balance shall; notwithstanding, continue to full legal force and effect.

6. The HUNTER/HIKER must have a completed AGREEMENT on file at the Association prior to hunting/hiking.

7. The HUNTER/HIKER further states that he or she has carefully read this AGREEMENT and the attached exhibits and knows the contents thereof and signs this AGREEMENT at his or her own free act.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the day and year first above written.

1. _____
Signature of Owner

Print Name & Lot #

2. _____
Signature of Guest

Print Name

3. _____
Signature of Guest

Print Name

4. _____
Signature of Guest

Print Name

5. _____
Signature of Guest

Print Name

6. _____
Signature of Guest

Print Name