

Aloha,

Mahalo nui loa for your Kokua to Malama aina, our culture, and a better future. Your kokua helps us achieve our mission: to stabilize, protect, and restore Hawaiian Cultural Resources. We look forward to sharing a fun, resourceful day with your ohana.

This is confirmation for Trilogy Excursions Ohana. Kaheawa waivers need to be signed by each volunteer and Legal Guardian. Please bring the signed waivers with you.

DATE:	Sunday - September 25 th , 2022
TRANSPORTATION:	4X4 vehicles are required and all passengers need to sit in the cab. Please insure all vehicles are properly prepped for the journey.
TIME:	8:30am – 12:30pm
MEETING PLACE:	Parking lot across the street from CARL'S JR, Maalaea.
WHAT TO WEAR:	Covered shoes, long pants, clothes you don't mind getting dirty, rain jacket. Dress for cold, you can always unlayer.
WHAT TO BRING:	Water, Lunch, Snacks, Gardening Gloves & Hard hats (if you have)
PROVIDED:	Hard Hats, Gardening Gloves, Hand Tools
KIDS:	If there are kids under age of 12, please have them bring a helmet (bike or skateboard helmet will work) if available.
ALLERGIES:	Please inform us if anyone is allergic to pollen.
COVID 19 Protocols:	Please email your vaccination card prior to our volunteer day, or negative COVID test within 72 hours of our meet time. We will be practicing social distancing & hand sanitization. Mask up if within close proximity of volunteers not within your bubble. Please designate one Point of Contact for your group and email all vax cards in one transmission. Another option is to photo copy and attach to the completely (front/back) signed waivers.

Malama Kaheawa

Maui Cultural Lands was enlisted by original owner First Wind to restore the area's native habitat, which was disrupted by installation of the wind turbines. The second phase of the wind farm was completed in 2012 which brings Kaheawa's total capacity to 51 MW of electricity & serves 18,700 homes on average. With family history in the area since the 1970s, the Lindsey 'ohana takes volunteers up the steep slopes every weekend to clear away the invasive species like ironwood, fireweed and molasses grass. These intruders are drought-tolerant and aggressive, choking out the natives and spreading over the hillsides. By removing them, we are able to plant aalii, ohia lehua, iliahi, and other natives that once flourished in this windswept area.

"The people who come up make up the community landscape. We are inclusive to any group of people with like minds and like hearts."

— Ed Lindsey, founder of Maui Cultural Lands

Community Action Committee

Kaheawa-Hanaula Project



HGEA's Community Action Committee is co-sponsoring an event, along with Maui Cultural Lands, on September 25, 2022. We are looking for volunteers that will hike up the slopes of McGregor Point, to clear away the invasive species like Ironwood, Fireweed and Molasses Grass. The native Hawaiian forest is now home of Kaheawa Wind Power, one of the largest wind farms in Hawai'i.

This is a great event to help preserve our native plants and will start at 8:30am and finish at 12:30pm.

If you are interested in participating or have a 4-wheel drive vehicle and willing to volunteer, please contact the HGEA Office at 244-5508 no later than 4:30pm on September 22, 2022. Further details and meeting location will be provided after registration. Lunch will be provided.

***** This event is not recommended for young children and individuals prone to high altitude sickness*****



RELEASE AND WAIVER OF LIABILITY

This Release and Waiver of Liability (the "**Release**") is executed on this _____ day of _____, 20____

by _____ (the "**Undersigned**") the true and lawful guardian of
[Print full name]

_____ (the "**Dependant**") to the extent applicable) in favor of TerraForm Power
[Print full name or n/a]

TerraForm Power, LLC and its affiliates and subsidiaries and its and their directors, officers, agents, employees, representatives, attorneys, successors and assigns, (collectively known as "**TerraForm Power**"). In the Release, the Undersigned, the Dependant, if applicable, and TerraForm Power may be referred to collectively as "the **Parties**."

☐ The Undersigned or ☐ the Dependant desire(s) [Mark only the appropriate box] access to one or more renewable energy projects located in the State of Hawai'i and developed, owned and/or operated by TerraForm Power (the "**Project**").

THE UNDERSIGNED, AND THE DEPENDANT, AS APPLICABLE, UNDERSTAND(S) THAT THE PROJECT LOCATION IS RUGGED AND MAY HAVE DANGEROUS TERRAIN AND CONDITIONS, INCLUDING THE PRESENCE OF HAZARDOUS MATERIALS, THAT THE SOLAR PANELS/EQUIPMENT, WIND TURBINES AND/OR ELECTRICAL INFRASTRUCTURE OPERATING OR BEING CONSTRUCTED ON THE PROJECT MAY POSE SIGNIFICANT RISKS, AND THAT TIMELY MEDICAL ATTENTION MAY NOT BE AVAILABLE, ALL OF WHICH MAY INVOLVE HAZARDS TO THE UNDERSIGNED, OR THE DEPENDANT, INCLUDING, BUT NOT LIMITED TO, BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE OR OTHER LOSS.

For the grant of access to the Project benefitting the Undersigned or the Dependant, as applicable, the Undersigned hereby freely, voluntarily, and without duress executes this Release under the terms below:

1. Release and Waiver

The Undersigned, on his/her own behalf and/or on behalf of the Dependant, if applicable, hereby releases, forever discharges, and agrees to defend, indemnify and hold harmless TerraForm Power from and against any and all loss, damage, expense, liability, claim, injury, settlement, judgment, award, fine, penalty, charge or demand of any nature (hereinafter collectively referred to as "**Claim**"), either in law or in equity, which arises or may hereafter arise from Undersigned's or the Dependant's, to the extent applicable, activity on or around the Project, including any Claim which arises or may hereafter arise from the Undersigned's or the Dependant's, to the extent applicable, ingress and egress in and to the Project, whether by roadway, helicopter or otherwise, except, however, not to the extent that the same be caused by or result from the gross negligence of willful misconduct of TerraForm Power.

2. Medical Treatment

The Undersigned, on his/her own behalf and on behalf of the Dependant, if applicable, hereby releases and forever discharges TerraForm Power from any Claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Undersigned's or the Dependant's, to the extent applicable, activities on or around the Project, including any Claim that arises from the Undersigned's or the Dependant's, to the extent applicable ingress or egress in and to the Project, whether by roadway, helicopter or otherwise, whether the same be caused by or result from any matter, thing or condition, negligence or fault of TerraForm Power.

3. Assumption of Risk

The Undersigned, on his/her own behalf and on behalf of the Dependant, if applicable, hereby expressly and specifically assumes any and all risk of any and all activities undertaken in, on or around the Project, including any means by which the Undersigned enters or exits the Project, and releases TerraForm Power from all Claims relating to or arising out of any bodily injury, personal injury, illness, death, or property damage or other loss resulting from any such activity.

4. Insurance

The Undersigned understands that TerraForm Power does not carry or maintain health, medical, or disability insurance coverage for the Undersigned or the Dependant. The Undersigned is expected and encouraged to obtain his or her own, or the Dependant's, to the extent applicable, medical or health insurance coverage. Further, TerraForm Power does not provide workers compensation or malpractice insurance or any other employee benefits of any kind whatsoever to the Undersigned or the Dependant.

5. Photographic Release

Undersigned, on his/her own behalf and on behalf of the Dependant, if applicable, does hereby grant and convey unto TerraForm Power all right, title and interest in any and all photographic images and video or audio recordings made by TerraForm Power during the Undersigned's or the Dependant's, to the extent applicable, activities on or around the Project, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. No reproduction or other use of any such photographs or recordings may be made by the Undersigned or the Dependant, to the extent applicable without the prior express written consent of TerraForm Power.

6. Other

The Undersigned understands and acknowledges that this Agreement is a binding legal document that affects Undersigned's and, if applicable, the Dependant's legal rights and remedies.

The Undersigned further understands and acknowledges that this Agreement binds not only Undersigned and the Dependant, if applicable, but also the Undersigned's spouse, children, heirs, representatives, distributes, guardians and assigns, as well as those of the Dependant, as applicable.

Undersigned expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of the location of the Project, and that this Release shall be governed by and interpreted in accordance with the laws of the State of the location of the Project.

Undersigned agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

The Undersigned acknowledges the sufficiency of the consideration exchanged in executing this Release.

Any dispute, controversy, claim or question of interpretation arising out of or relating to this Release shall be determined by binding arbitration in accordance with the American Arbitration Association Arbitration Rules as at present in force. The arbitration shall be conducted by a single arbitrator held in Honolulu, HI. The Parties may conduct discovery and the arbitrator is empowered to issue discovery orders; provided, however, that all discovery shall be concluded and terminated 120 days following appointment of the arbitrator unless extended by the arbitrator for good cause. The Parties shall have the right to call any number of witnesses to testify before the arbitrator. Such witnesses shall be subject to cross-examination by the other party or parties and to questioning by the arbitrator. The arbitrator shall have the power and right to grant any appropriate legal or equitable relief (both affirmative and negative in nature) and may award damages, attorneys' fees, expert witness fees, costs of suit and arbitration costs and fees to the party or parties entitled thereto. The arbitrator as part of the award shall designate a prevailing party and award to said party, in addition to any other relief granted, that party's fees and costs including reasonable expert witness fees, reasonable attorney's fees, costs of suit and arbitration costs and fees incurred in connection with the arbitration or other proceeding.

The Undersigned understands that by executing this instrument, he or she and the Dependant, if applicable, is relinquishing certain valuable rights. Accordingly, Undersigned represents and warrants that he or she has completely read and understands the terms and provisions of this Release, has had ample opportunity to review this Release with his or her attorney, has knowingly executed this Release, and that, except as expressly set forth herein, he or she is not relying on any representation or fact made by TerraForm Power or any other person to induce the Undersigned to execute this Release.

By acknowledging having read and understood each section above and by signing below, the Undersigned has read, understood, and executed this Release dated as of the _____ day of _____, 20_____.

Undersigned: _____
[Signature] [Print Name]

Company / Organization / School Represented: _____

Complete Address: _____

City: _____ State: _____ Zip Code: _____

Contact #: _____ Email Address: _____

Contact Person In Case Of Emergency: _____ Phone: _____