

REQUEST FOR LEGAL SERVICES

D a t e: January 23, 2026

F r o m: Gabe Johnson, Chair

**Agriculture, Diversification, Environment, and Public Transportation
Committee**

TRANSMITTAL

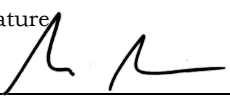
Memo to: DEPARTMENT OF THE CORPORATION COUNSEL
Attention: Adrian Reifsnyder, Esq.

Subject: SCHEDULING A LIMITED MEETING ON KAHO‘OLAWA ON REVIVING THE NĀULU
CLOUD BRIDGE (ADEPT-1(11)(a))

Background Data: Please provide a legal review of the attached KIRC Volunteer Service
Agreement and language extracted from an additional online form. Please submit your
response to adept.committee@mauicounty.us with a reference to ADEPT-1(11)(a).

Work Requested: ☐ FOR APPROVAL AS TO FORM AND LEGALITY

☒ OTHER: Legal review.

Requestor's signature  Gabe Johnson, Chair	Contact Person <u>Ellen McKinley or Megan Moniz</u> (Telephone Extension: <u>7661 or 7145, respectively</u>)
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☐ ROUTINE (WITHIN 15 WORKING DAYS)

☐ RUSH (WITHIN 5 WORKING DAYS)

☒ PRIORITY (WITHIN 10 WORKING DAYS)

☐ URGENT (WITHIN 3 WORKING DAYS)

☐ SPECIFY DUE DATE (IF IMPOSED BY SPECIFIC CIRCUMSTANCES): _____

REASON: _____

FOR CORPORATION COUNSEL'S RESPONSE

ASSIGNED TO:	ASSIGNMENT NO.	BY:
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TO REQUESTOR: ☐ APPROVED ☐ DISAPPROVED ☐ OTHER (SEE COMMENTS BELOW)

☐ RETURNING--PLEASE EXPAND AND PROVIDE DETAILS REGARDING ITEMS AS NOTED

COMMENTS (NOTE - THIS SECTION NOT TO BE USED FOR LEGAL ADVICE): _____

DEPARTMENT OF THE CORPORATION COUNSEL

Date _____

By _____

(Rev. 7/03)

adept:ltr:001(11)(a):ebm

Attachments



Volunteer Form
Link, Click Here

Kaho'olawe Island Reserve Commission



811 Kolu Street, Suite 201 Wailuku, HI 96793 • Ph. (808) 243-5020 • Fx. (808) 243-5885 • kahoolawe.hawaii.gov

Volunteer Service Agreement PLEASE READ CAREFULLY

*Note: Volunteer forms must be filled out digitally by scanning the QR code on this form, clicking the link box or visiting the following link:
https://docs.google.com/forms/d/e/1FAIpQLSc0HwJntybACQwEWQX1Arwanz3KrGR71pTcZlg1xP3K8LnSfg/viewform?usp=sf_link*

The Kaho'olawe Island Reserve Commission (KIRC) is dedicated to the restoration and protection of Kaho'olawe's cultural, historical, archeological, and environmental resources. The KIRC recognizes the importance of volunteers in the success of these efforts. We want to ensure a safe and positive work environment for the volunteers and in doing so, it is important that each individual understand the KIRC's policies and expectations for volunteer service.

Program Benefits

1. You will be afforded a chance to work alongside a team of resource managers and specialists.
2. Gain hands-on experience that will help you better understand Hawai'i's natural and cultural resource needs and challenges.
3. You will have an opportunity to learn about the history and culture of a unique place Hawaiians consider to be a place of refuge and very sacred.

KIRC agrees to the following:

- Offer a volunteer orientation and on-the-job training including safety briefings and proper use of equipment.
- Assign a staff supervisor to the volunteer group for guidance and consultation.
- Regularly evaluate volunteer performance.

As a KIRC volunteer I agree to:

- Abide by the rules and policies of DLNR, KIRC, and all applicable Federal, State, and County laws.
- Abide by all dress codes and supply/gear requirements as applicable.
- Perform service work as needed at my assigned placement site.
- Report to the designated meeting location(s) on time, if applicable.
- Refrain from possessing or consuming alcohol.
- Provide timely notification of inability to participate in the volunteer program.
- Keep survey/monitoring sheets or activity logs where requested.
- Return all administrative paperwork by required deadlines.
- Treat all volunteers, KIRC employees, contract personnel, and others with whom we work, with respect.
- Act safely and responsibly and not abuse the position of KIRC volunteer.

I have read and fully understand the expectations and responsibilities of this agreement to serve as a KIRC volunteer as stated above. I also understand that the failure to abide by this agreement may result in my or my child's dismissal or removal from the island at my expense.

☐ YES

☐ NO

I hereby grant KIRC my permission to photograph or videotape my or my child's participation as a volunteer and to use those images in any education or outreach activity (i.e. brochures, videos, displays, social media postings, etc.)

NAME (please print)	Group Name (if applicable)
SIGNATURE	DATE
SIGNATURE OF PARENT OR LEGAL GUARDIAN	DATE

Kaho'olawe Island Reserve Commission



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Release of Liability PLEASE READ CAREFULLY

I have requested the Kaho'olawe Island Reserve Commission to allow me, or my child (to hereinafter include ward), to enter the Kaho'olawe Island Reserve (Reserve). I agree and acknowledge that my or my child's SAFETY IS at risk and that I accept full RESPONSIBILITY. I further acknowledge that my child or I have been instructed to follow all safety instructions both written and verbal. I fully understand, and by my signature acknowledge that:

(1) I understand that the Reserve was used from 1941 to 1990 as a live ordnance military training complex; that the ISLAND AND ITS SURROUNDING WATERS ARE 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 Reserve; and that unexploded ordnance may explode near me or my child which COULD CAUSE INJURY OR DEATH.

(2) I understand that transportation to and from the Reserve are by ocean going craft or helicopter. I understand that travel on Maui is by vehicle. I understand that hazardous or mechanical conditions may occur during transport, which COULD CAUSE INJURY OR DEATH or property damage to me or my child.

(3) I understand that NO MEDICAL FACILITIES EXIST in the Reserve. In the event of a serious or life threatening injury, I understand that a medivac helicopter will be contacted to transport me or my child to an emergency care facility, subject to the availability of the medivac helicopter, at my own expense. I further understand that weather conditions or darkness may prohibit or prevent rescue operations which COULD CAUSE INJURY OR DEATH to me or my child.

(4) I understand that the roads and trails on Kaho'olawe are extremely rough and rugged; that the transporting vehicles used are old, have exposed metal surfaces, do not include typical vehicle safety features, and could break down a distance from airlift support. I understand that riding in these vehicles COULD CAUSE INJURY OR DEATH or property damage to me or my child, and if the vehicle breaks down, me or my child, may be required to walk a significant distance for support.

(5) I understand that the buildings, boardwalks, and pathways in the Reserve contain exposed metal surfaces, have rough and uneven surfaces, and do not include typical safety features. I understand that the use of these facilities COULD CAUSE INJURY OR DEATH or property damage to me or my child.

(6) I understand that recreational swimming may take place at the beach areas in the Reserve; that certified life guards are not present; and that swimming is at the swimmer's risk. I further understand the risks presented by the currents, surf, and shoreline conditions; that unexploded ordnance may be present; and that sharks or other natural dangers may be present. I understand that these swimming activities COULD CAUSE INJURY OR DEATH to me or my child.

I voluntarily ASSUME THE RISK OF INJURY OR LOSS, for myself or my child and for myself or my child's property created by any conditions indicated in paragraphs (1) through (6) above or any unforeseeable conditions. With full knowledge of the hazards, I RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS the State of Hawai'i and their officers, agents, and employees, for death or injury to me or my child or for damage to my or my child's property resulting from the hazardous conditions previously listed, or any unforeseeable conditions.

In consideration of the access which I have requested, I, for myself, my heirs, beneficiaries, executors, and administrators; and for my child's heirs, beneficiaries, executors, and administrators, REMISE, RELEASE, AND FOREVER DISCHARGE the State of Hawai'i, and their officers, agents and employees, acting in their official capacity with due diligence, from any and all claim(s), demand(s), or cause(s) of action on account of my or my child's injury or death or on account of any damage to my or my child's property which may occur from my or my child's negligence, the hazardous conditions previously listed, or any unforeseeable conditions, during the access to the Reserve or incident thereto.

I have read and fully understand the KIRC Release of Liability

SIGNATURE	PRINT NAME	DATE

SIGNATURE OF PARENT OR LEGAL GUARDIAN	PRINT NAME OF PARENT/LEGAL GUARDIAN	DATE

Kaho‘olawe Island Reserve Commission



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UNDER 18 YEARS OF AGE ONLY

PARENT OR LEGAL GUARDIAN NAME

PLEASE READ THE FOLLOWING STATEMENTS VERY CAREFULLY AND SELECT FROM THE OPTIONS BY PLACING A CHECK MARK IN THE CORRESPONDING BOX:

- ☐ My minor child will have no prescription medication with him/her and will not receive any prescription medication without a physician's order while he/she is on Kaho‘olawe
- ☐ My child will bring prescription medication to Kaho‘olawe, and he/she will advise authorized KIRC personnel and his/her chaperone of the nature and reason(s) for the medication
- ☐ My child's chaperone may administer non-prescription medications, or their equivalents, according to package instructions to my minor child if he/she complains of the symptoms for which the medication is intended.
- ☐ I expect to be contacted before my child's chaperone administers any, including non-prescription, over-the-counter, medications to my child.

MEDICAL AUTHORIZATION:

I hereby authorize the KIRC personnel to render medical care to my child in the event of an emergency. I further give consent for the physicians on the active staff of the nearest (or the most appropriate) hospital to perform any emergency life saving care. This authorization shall be in effect as long as my child is an actively participating KIRC volunteer on a KIRC approved access. Additionally, I understand that I am fully responsible for all medical costs that may be incurred by my child.

SIGNATURE OF PARENT OR LEGAL GUARDIAN

DATE

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ABILITY TO READ AND WRITE IN ENGLISH

I am able to effectively and clearly communicate, read, and write in the English language and do not request the services of an English Language Translator.

- ☐ YES
- ☐ NO

DEMOGRAPHICAL INFORMATION (OPTIONAL)

SELF-IDENTIFICATION OF NATIVE HAWAIIAN ANCESTRY (OPTIONAL):

I am Native Hawaiian (Defined as a member or descendant of the indigenous Polynesian people who lived in the Hawaiian Islands prior to 1778)

- ☐ YES
- ☐ NO

Google link:

(https://docs.google.com/forms/d/e/1FAIpQLSc0HwJntybACQwEWQX1Arwanz3KrGR71pTcZlg1xP3K8LnSfg/viewform?usp=sf_link)

Volunteer Service Agreement*

The Kaho‘olawe Island Reserve Commission (KIRC) is dedicated to the restoration and protection of Kaho‘olawe’s cultural, historical, archeological, and environmental resources. The KIRC recognizes the importance of volunteers in the success of these efforts. We want to ensure a safe and positive work environment for the volunteers and in doing so, it is important that each individual understand the KIRC’s policies and expectations for volunteer service. Program Benefits: 1. You will be afforded a chance to work alongside a team of resource managers and specialists. 2. You will Gain hands-on experience that will help you better understand Hawai‘i’s natural and cultural resource needs and challenges. 3. You will have an opportunity to learn about the history and culture of a unique place Hawaiians consider to be a place of refuge and very sacred. KIRC agrees to the following: 1. Offer a volunteer orientation and on-the-job training including safety briefings and proper use of equipment. 2. Assign a staff supervisor to the volunteer group for guidance and consultation. 3. Regularly evaluate volunteer performance. As a KIRC Volunteer, I agree to: 1. Abide by the rules and policies of DLNR, KIRC, and all applicable Federal, State, and County law. 2. Abide by all dress codes and supply/gear requirements as applicable. 3. Perform service work as needed at my assigned placement site. 4. Report to the designated meeting location(s) on time, if applicable. 5. Refrain from possessing or consuming alcohol and/or illicit drugs. 6. Provide timely notification of inability to participate in the volunteer program. 7. Keep survey/monitoring sheets or activity logs where requested. 8. Return all administrative paperwork by required deadlines. 9. Treat all volunteers, KIRC employees, contract personnel, and others with whom we work, with respect. 10. Act safely and responsibly and not abuse the position of KIRC volunteer.

I agree to the terms of service.

Release of Liability

*

I have requested the Kaho‘olawe Island Reserve Commission to allow me, or my child (to hereinafter include ward), to enter the Kaho‘olawe Island Reserve (Reserve) and/or Kaho‘olawe Island Reserve Commission property (KIRC Property). I agree and acknowledge that my or my child’s SAFETY IS at risk and that I accept full RESPONSIBILITY. I further acknowledge that my child or I have been instructed to follow all safety

instructions both written and verbal. I fully understand, and by my signature acknowledge that: (1) I understand that the Reserve was used from 1941 to 1990 as a live ordnance military training complex; that the ISLAND AND ITS SURROUNDING WATERS ARE 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 Reserve; and that unexploded ordnance may explode near me or my child which COULD CAUSE INJURY OR DEATH. (2) I understand that transportation to and from the Reserve are by ocean going craft or helicopter. I understand that travel on Maui is by vehicle. I understand that hazardous or mechanical conditions may occur during transport, which COULD CAUSE INJURY OR DEATH or property damage to me or my child. (3) I understand that NO MEDICAL FACILITIES EXIST in the Reserve. In the event of a serious or life threatening injury, I understand that a medivac helicopter will be contacted to transport me or my child to an emergency care facility, subject to the availability of the medivac helicopter, at my own expense. I further understand that weather conditions or darkness may prohibit or prevent rescue operations which COULD CAUSE INJURY OR DEATH to me or my child. (4) I understand that the roads and trails on Kaho'olawe and at KIRC property are extremely rough and rugged; that the transporting vehicles used are old, have exposed metal surfaces, do not include typical vehicle safety features, and could break down a distance from airlift support. I understand that riding in these vehicles COULD CAUSE INJURY OR DEATH or property damage to me or my child, and if the vehicle breaks down, me or my child, may be required to walk a significant distance for support. (5) I understand that the buildings, boardwalks, and pathways in the Reserve and KIRC property contain exposed metal surfaces, have rough and uneven surfaces, and do not include typical safety features. I understand that the use of these facilities COULD CAUSE INJURY OR DEATH or property damage to me or my child. (6) I understand that recreational swimming may take place at the beach areas in the Reserve; that certified life guards are not present; and that swimming is at the swimmer's risk. I further understand the risks presented by the currents, surf, and shoreline conditions; that unexploded ordnance may be present; and that sharks or other natural dangers may be present. I understand that these swimming activities COULD CAUSE INJURY OR DEATH to me or my child. I voluntarily ASSUME THE RISK OF INJURY OR LOSS, for myself or my child and for myself or my child's property created by any conditions indicated in paragraphs (1) through (6) above or any unforeseeable conditions. With full knowledge of the hazards, I RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS the State of Hawai'i and their officers, agents, and employees, for death or injury to me or my child or for damage to my or my child's property resulting from the hazardous conditions previously listed, or any unforeseeable conditions. In consideration of the access which I have requested, I, for myself, my heirs, beneficiaries, executors, and administrators; and for my child's heirs,

beneficiaries, executors, and administrators, REMISE, RELEASE, AND FOREVER DISCHARGE the State of Hawai'i, and their officers, agents and employees, acting in their official capacity with due diligence, from any and all claim(s), demand(s), or cause(s) of action on account of my or my child's injury or death or on account of any damage to my or my child's property which may occur from my or my child's negligence, the hazardous conditions previously listed, or any unforeseeable conditions, during the access to the Reserve or within KIRC property or incident thereto.

I have read and fully understand the KIRC Release of Liability

ADEPT Committee

From: ADEPT Committee
Sent: Friday, January 23, 2026 1:34 PM
To: CorpCounselRFLS@co.maui.hi.us
Cc: ADEPT Committee
Subject: OCS - ADEPT - Scheduling a Limited Meeting on Kaho'olawe on Reviving the Nāulu Cloud Bridge (ADEPT-1(11)(a))
Attachments: 001(11)(a)acc01.pdf

Please see attached RFLS.

Thank you,
ADEPT Committee