

## **Lemurian Tours by OSA Waiver & Instructional Information**

### *Directions and Other Recommended Items to Bring:*

The best way to find trailhead meeting location is to type in **Hawaii Nature Center 2131 Makiki Heights Drive, Honolulu HI** into maps. BEFORE the nature centre there is a parking lot on the left. DO NOT ENTER THE NATURE CENTER; there are many signs there prohibiting entrance so please just abide by them and park on the left immediately before the entrance. We **are not** affiliated with the Nature Center. The trail on the map is Makiki Arboretum trail and is part of the Makiki Valley Trail system. We meet near the sign in the picture below. There is also a picture of the parking lot to park in if you are bringing a vehicle.

If you are taking The Bus, the closest stop is off of Bus 123 blue line. Get off at the Mott-Smith Dr & Makiki Heights Dr. Then take a right so walking south along Makiki Heights Drive for half a mile; it will turn in a U-shape back up the meetup spot described above. Call or text the number listed on our website if you have troubles finding. We may not be able to answer immediately but attempt to respond to all message within 5 minutes for the half hour before tours.

**You may want to bring:** Natural bug-spray, tennis shoes (that can get muddy), a walking stick (available for purchase on tour), mat to sit on and water bottle. There is a water refill station and bathroom available during the tour. Lastly an open mind!

### **Tour Non-Negotiables**

By signing this form I acknowledge that I will not be able to participate in the tour and will be asked to leave if I do not abide by the following 3 ground rules. I will NOT receive a refund if breaking these rules after the tour has begun and these rules regarding technology have been verbalized, however if I get to the tour and forgot about this rule and do not want to abide, I will be able to receive a full refund before the commencement of the tour.

1. I agree to not bring ANY TECHNOLOGICAL DEVICES INCLUDING BUT NOT LIMITED TO CELLPHONES, CAMERAS, SMARTWATCHES, AI, AI GLASSES, RECORDING DEVICES, TABLETS, LAPTOPS, ECT....all the devices listed above must remain in your vehicle if you bring them and cannot be present while on tour. No exceptions. We do offer locked spaces for devices as well. We are not responsible for any lost or stolen property. There is an emergency phone available at three of the buildings nearby should an emergency arise.

We do this in order for people to get a break from tech the 90 minutes they are on this tour, and to encourage true and uninterrupted connection with nature and other humans. We believe that the electromagnetic and other energy fields emitted by tech are damaging to humans and disrupt this connection.

Thank you for respecting this rule. This is our most important rule that we are conscious of as this connection is so precious to us. Mahalo for respecting this.

2. I will not use any illegal or non-natural drugs on the tour. This includes no alcohol, no illegal substances, no cigarettes, ect...If allowable by the law under which the jurisdiction of the tour takes place, Kava or edible marijuana may be used. Please refrain from all forms of smoking.
3. I understand that many unique views and perspectives on history, spirituality and other will be discussed during this tour, and that we have guests come from all over the world to Honolulu. I will come with an open mind and act respectfully/share respectfully without using hateful or degrading words should any differences in opinions and backgrounds arise. Differing opinions are welcome, disrespect of others is not.

***Mahalo nui for respecting our sacred time and space together! We appreciate your presence and can't wait to explore new places and concepts with you***

#### **Cancellation and Refund Policy**

I acknowledge that we do not provide refunds for tours, however will issue a full credit for up to one time if you and your party cannot make the tour AND provide at least 5 hour advance notice. Tours cancelled less than 5 hours in advance will NOT be eligible for a one-time reschedule credit.

#### **Translator Acknowledgement**

Tours do occur in English and no translator is available on site, however you are welcome to bring your own translator free of charge if you do not speak English or use sign language as your primary form of language in accordance with ADA regulations.

#### **Fundraising Acknowledgement and OSA purposes**

By signing this form I acknowledge that Lemurian Tours is a fundraising division of Order of the Spiritually Awakened Inc. non-profit. I may use my receipt for tax purposes and a copy of receipt may be requested at anytime for this purposes if a USA resident. I acknowledge that any and all registration fees and other fees for this tour will go 100% to this nonprofit organization and am okay with donating this money in the form of registration and other fees to this nonprofit that preserves ancient spirituality, native lands and native practices. I may choose to donate more proceeds willingly through the website or in person and will be provided a receipt of donation upon donating in any of these forms.

#### **Personal Liability Acknowledgement**

OSA is not responsible for any reckless actions, injuries, ec.t.. This tour will involve waterfalls, jungle and mountain hiking trails, roots that stick out of trees and other potentially dangerous while hiking. I will take proper precautions and understand that OSA Lemurian Tours, Order of the Spiritually Awakened Inc is in no way responsible for my actions accidental or intentional.

**Further Legalities Clause:**

I understand that the purpose of signing this document is to exempt and release Lemurian Tours, OSA, their owners, employees, agents, and associated

personnel, herein after referred to as "released parties", and to hold these entities harmless from any and all liabilities arising as a consequence of the following, or any other acts or omissions on their part including but not limited to negligence of any type.

1. I understand that there are inherent risks involved hiking, waterfalls and mountains and I hereby assume such risks.

2. I understand that I have a duty to exercise reasonable care for my own safety and I agree to do so.

3. I assert that I am physically fit to attend a tour and I will not hold the Released Parties responsible if I am injured as a result of any problems (medical accidental, or otherwise) which occur while participating in the trip.

4. I fully understand that the tour site does not provide medical facilities and that in the event of illness or injury appropriate medical care must be summoned and the treatment will be delayed until emergency services can be contacted and I can be transported to a proper medical facility. I agree in advance to these conditions.

5. The participating companies, agencies and/or boats have made no representation to me implied or otherwise that they can perform first aid.

6. It is my intention by this instrument to give up my right to sue all persons or entities referred to herein, whether specifically named or not, and it is also my intention to exempt and release all released parties and to hold these entities harmless from any and

all liability for personal injury, property damage or wrongful death caused by negligence or gross negligence and I assume all risk in connection with this tour, including but not limited to the organization of this activity.

7. I have carefully read this contract in its entirety, fully understand its contents, and agree to the terms and conditions of this contract on behalf of myself, my heirs, and my personal representatives. This document constitutes the final and entire agreement between Released Parties and the undersigned. There are no warranties expressed or implied, which extend beyond the description of the activity listed on this form. This is a complete release of liability and a legally binding contract. I have read this agreement, am aware that it is a release of liability and a contract between myself and the Released Parties. I sign it of my own free will and

agree to be bound by it, from the date of my signature, forever into the future.

Full Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

City and State of Residence: \_\_\_\_\_

Email address only if I desire to receive newsletter and promotional information. By providing my email I agree to receive monthly notices from OSA:

\_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_

Date