

Tour Date	
Start Time	

**SUBARU TELESCOPE VISITORS TOUR
RELEASE OF LIABILITY, WAIVER OF CLAIMS & ASSUMPTION OF RISK
Please Read This Carefully**

Participation in the tour of the Subaru Telescope, including transportation between the Base Facility and Summit Facility (hereinafter the "Tour") involves significant risks to the visitor. You may encounter potentially hazardous conditions and situations which may result in serious bodily injury and/or death. The Subaru Telescope facilities were constructed for operation as a working laboratory and are operated as such. Some of the risks include, but are not limited to, unpaved and steep roads, loose rocks, slips, falls, exposure to sun, wind, and snow, dehydration, altitude sickness, motion sickness, extreme cold and adverse weather conditions, fire, contact with other participants, and the presence and proximity of heavy equipment, machinery, and/or other equipment, within and around the Subaru Telescope facilities. Also, some portions of the Subaru Telescope facilities may not be accessible to Tour participants.

The observatories are located at the summit of Mauna Kea, almost 14,000 feet above sea level. Because of the elevation, ascent to the summit exposes you to a reduction in atmospheric pressure and oxygen capacity. You may suffer headaches, tiredness, irritability, lack of appetite, insomnia, reduced intellectual capacity, impaired exercise/exertion tolerance, nausea and/or vomiting. High altitude can be dangerous to those with heart and respiratory problems, SCUBA divers, children under the age of 16 and ill, pregnant or obese persons. The altitude may also aggravate pre-existing conditions such as cardiovascular disease and respiratory disease. It is therefore strongly advised that all visitors seek the advice of their health care providers before visiting the summit.

_____ **(Initial)** I am aware that participation in the Tour involves risks which may result in serious bodily injury and/or death. I understand that the description of risks in this Release of Liability, Waiver of Claims & Assumption of Risk (hereafter referred to as "Document") is not complete and that other risks or events that are known or unknown, anticipated or unanticipated, may result in serious bodily injury and/or death. In consideration of being permitted to participate in the Tour, I agree on my own behalf and on behalf of my children and all minors in my care, custody or control (hereafter included in "I" or "my") to assume full responsibility for the risks identified herein and those risks not specifically identified, and hereby release from liability and waive any and all claims that I have or may have in the future against the **National Astronomical Observatory of Japan, the University of Hawaii, their affiliates, subsidiaries, officers, employees, contractors, subcontractor, agents, representatives and assigns, and any and all parties or persons acting on their behalf in connection with the Tour (hereafter collectively referred to as "Releasees")**. My participation in the Tour is purely voluntary. No one is forcing me to participate and I elect to participate having full knowledge of the risks associated with my participation.

(continue on back page)

_____ (**Initial**) I certify that: (1) I am in good physical health; (2) I am physically able to participate in the Tour safely; (3) I have read and fully understand and agree to abide by and follow the Safety Advice provided; and (4) I will follow all instructions given by the Tour guide; and (5) I have received the necessary instruction to participate in the Tour safely. I agree to fully and forever release and discharge, and not to sue, Releasees for any injuries or damages, including property damage, that may result from, arise out of or be related in any way to participation in the Tour. If any portion of this Document shall be declared unenforceable for any reason, the unenforceable portion shall be considered severed from the Document and the remainder of the Document shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law. I ACKNOWLEDGE THAT I HAVE READ THIS ENTIRE DOCUMENT AND THAT I UNDERSTAND ITS TERMS AND AGREE TO BE BOUND BY THEM. I UNDERSTAND THAT THE EFFECT OF THIS DOCUMENT IS THAT I AM RELEASING LIABILITY AND WAIVING MY RIGHT TO SUE RELEASEES AND I AM ASSUMING RISK FOR MATTERS RESULTING FROM, ARISING OUT OF OR RELATING IN ANY WAY TO MY PARTICIPATION, INCLUDING THE PARTICIPATION OF MY CHILDREN OR OTHER MINORS IN MY CARE, CUSTODY OR CONTROL, IN THE TOUR, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, DEATH AND PROPERTY DAMAGE. I ACKNOWLEDGE THAT THIS DOCUMENT APPLIES EVEN IF RELEASEES MAY BE NEGLIGENT IN WHOLE OR IN PART. I UNDERSTAND THAT THIS DOCUMENT APPLIES TO AND SHALL BE EFFECTIVE AND BINDING UPON ME, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVE, ESTATE, ALL MEMBERS OF MY FAMILY, MINORS AND OTHERS IN MY CARE, CUSTODY OR CONTROL.

INDEMNIFICATION

I expressly agree to indemnify, defend and forever hold harmless Releasees against any loss or liability resulting from any and all claims, demands, or actions that have been made or may hereinafter at any time be made or brought against Releasees by the participant or any person or any entity holding by or through the participant or any insurance carrier or organization or person for payment or reimbursement of any debts, obligations, liens, joint tortfeasor claims or claims for contribution or indemnity, relating in any way to the injuries and/OR damages sustained or claimed by participant in the Tour. This indemnification provision shall apply even if the claim, demand or action is based in whole or in part on actual or alleged negligence or other fault or responsibility on the part of Releasees.

DATED: _____
Name of participant (please PRINT): _____
Signature of participant: _____
Address: _____

If participant is under 18 years of age:

Name of participant (please PRINT): _____
Name of parent or guardian (please PRINT): _____
Signature of parent or guardian: _____