



# MUAISA HALE PULE TERMS AND CONDITIONS AND WAIVER OF LIABILITY CLAIMS



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Muaisa Hale Pule is a church without walls that meets "from house to house" and in the majesty of Hawaii's pristine habitats. Because of our unique approach and structure, our liability insurance policy may not cover participant damages.

To minimize conflict should a legal issue arise, we ask that all participants take full responsibility for themselves, their wellbeing, and their belongings when with us, and that they submit the Terms and Conditions and Waiver of Liability Claims below in advance of interaction. Apologies for the legalese!

## TERMS AND CONDITIONS AND WAIVER OF LIABILITY CLAIMS

In consideration of participating in events, meetings, blessings, programs, sessions, activities, ceremonies and/or eco-adventures offered by Muaisa Hale Pule, I agree to read all the information presented in these Terms and Conditions and Waiver of Liability Claims and to comply with any and all rules and guidelines communicated to me about these activities, including but not limited to:

1. I KNOWINGLY AND VOLUNTARILY ASSUME ALL RESPONSIBILITY FOR RISKS AND LIABILITY FOR MY PROPERTY LOSS, PERSONAL INJURY, SERIOUS INJURY OR DEMISE WHICH MAY OCCUR IN CONJUNCTION WITH MY PARTICIPATION IN MUAISA HALE PULE PROGRAMS AND ACTIVITIES; AND I HEREBY FOREVER RELEASE, DISCHARGE AND HOLD MUAISA HALE PULE, THE COUNT-FIND LIVING TRUST, REV DR JO ANN ZAI ZATOON, JACK WILLIAM ALEXANDER, AND THEIR AGENTS (HEREINAFTER REFERRED TO AS "RELEASEES") HARMLESS FROM ANY CLAIM ARISING FROM SUCH RISKS, EVEN IF ARISING FROM THE RELEASEES' NEGLIGENCE OR THE NEGLIGENCE OF THEIR MEMBERS, AGENTS, OR OF THIRD PARTIES.

On behalf of myself, my heirs, executors, administrators and assigns, I hereby waive, release, discharge, and agree not to sue Releasees, **their** agents, members, sponsors, officers, directors, employees, volunteers, affiliates, representatives, contractors and subcontractors, and if applicable, owners and lessors of equipment, installations and premises used for related activities, from any and all claims for losses, damages, injuries, liabilities and expenses which I may have or which may subsequently accrue to me, relating to, resulting from or arising out of my use of releasees' property and/or participation in any related events, programs, activities or installations, Including any injury or damage to my mental or physical health, to my property, or to that of any other person or property.

If, however, Releasees file a claim against me, I may file a counterclaim related to the same facts and circumstances. I agree to indemnify, defend and hold Releasees harmless from and against any and all claims by third parties for losses, injuries, damages, liabilities and expenses relating to, resulting from or arising out of my use of property belonging to Releasees, or activity, including any event, activity or program held on property owned by them. I intend that this Waiver of Liability Claims shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

2. I understand that Muaisa Hale Pule is an officially recognized 501(c)(3) Chapter of New Haven Native American Church (NHNAC). Under charitable gift tax laws which govern all churches and non-profit 501(3)(c) organizations, one-time charitable contributions made to Muaisa Hale Pule are **not subscriptions nor purchases**. Rather, all charitable contributions are free-will gifts for intangible, spiritual benefits only and are non-transferable and **non-refundable**.

3. I acknowledge and understand that by participating in Muaisa Hale Pule activities, I may be exposed to environments that may present risks of serious physical, mental, emotional or moral injury, permanent disability, fatality, property damage, economic losses, toxicity or psychological disturbance, and other risks, including but not limited to those caused by the following:

- (a) conditions of the premises or equipment used;
- (b) trails, pathways, steep terrain, jagged lava, falling rocks;
- (c) rules, regulations and guidelines regarding the activities;
- (d) all dangers to persons and property associated with vehicular traffic;
- (e) wild and domestic animals including cats, jellyfish, biting insects, wild pigs, and so forth;
- (f) the actions, inactions or negligence of Muaisa Hale Pule, its agents, other guests, or third parties.
- (g) temperature, weather extremes and natural occurrences including flooding, drought, hurricanes, tsunamis, earthquakes, falling trees, high winds, and muddy terrain.

I further acknowledge and understand that there may also be other risks that are both obvious and not obvious, known, or foreseeable at this time.

4. **'HAWAIIAKA' SACRED PLANT CEREMONIES:** I understand that Muasia Hale Pule's 'Hawaiiaka' Sacred Plant Ceremonies include sacramental ingestion of psychoactive, naturally occurring substances that may have potentially unpleasant side effects, including but not limited to:

- (a) euphoria,
- (b) hypnagogic musings,
- (c) mental illness episodes,
- (d) deep spiritual awareness,
- (e) all-over body sensations,
- (f) impaired bodily movement,
- (g) visions of a spiritual nature,
- (h) a sense of extreme relaxation,
- (i) dizziness, nausea headaches and/or vomiting,
- (j) temporary inability to drive safely or operate other machinery.

Some participants have also reported that they have experienced hangover-like symptoms (blurred vision, vertigo and physical inertia) that lasted for a number of hours after the ceremony ended. If this is the case for me, I agree not to leave the ceremonial grounds nor will I drive a vehicle if I am under the influence of any psychoactive substance or until this described condition has passed. In any event, **I will not drive a vehicle more than 30 minutes (20 miles) immediately following the ceremony.**

I also understand that my experience will be unique to me based on my personal level of receptivity, and I take full responsibility for the fact that it may not conform to my expectation of what I think" may happen based on what I have read, heard, or experienced elsewhere. Every time, every ceremony, every person is different.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

I choose to ingest these plants and to participate in this work as a result of my research and interest in shamanism and ceremonies. I understand that my participation to this degree is entirely voluntary, and I agree to remain within the consecrated space until instructed that it is okay to leave. ***I agree to consume NO alcohol or Tylenol® for at least 24 hours before or after ceremony, no alcohol, tobacco or marijuana for at least one week (preferably 2 weeks) before ceremony, and no entheogens, particularly ayahuasca, for at least 2 weeks before or afterwards.***

I acknowledge that the risks and potential benefits of my participation have been explained to me; I have received and read the .pdf files entitled “Frequently Asked Questions” and Ceremony Guidelines,” and I freely choose to enter this process, accepting full responsibility for anything that may occur whether anticipated or unanticipated. I understand and agree that partaking of any sacred plants as part of these activities is primarily a spiritual undertaking, and although personal growth can occur, the experience should not be misconstrued -- nor is it designed to be -- a substitute for psychotherapy or medical treatment.

I understand that there can be no late arrivals to any of these ceremonies. If something happens to prevent me from arriving on time; I may be refused entry and invited to reschedule for a later date.

**5. SHAMANIC INTERACTIONS:** I accept that the shamans at Muais Hale Pule are ministers, that any services they offer are part of their spiritual practice, that they make no claim or promise about being clinicians, about the curing or prevention of physical or emotional illness, or about the nature of any spiritual experience, which I understand is entirely personal. If I experience any pain, discomfort, emotional stress, or other unusual condition during any service or interaction, I will immediately inform the shaman. Should I find that any condition or activity during a Muaisa Hale Pule event is unsafe or offensive to me, I acknowledge that I can avoid such a condition or activity by, among other things, removing myself from the vicinity. ***It is my expressed responsibility to be solely responsible for my own physical, mental, emotional and spiritual health, well-being and choices at all times.***

**6. MYSTIC TOURS/ECO-ADVENTURES:** I acknowledge that Muasia Hale Pule eco-adventures are strenuous activities that involve a certain amount of risk, may involve a test of a person's physical and mental limits, and carry with them the potential for serious injury, fatality and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, participants' condition, equipment, vehicular traffic, lack of hydration, and actions of other people including, but not limited to, participants and/or producers of the activity. Hiking and traveling to and from the trail may involve exposure to the forces of nature and to possible accident or illness in remote places without available medical facilities. I understand and agree that it is up to me, the participant, in any of these activities, to make the final judgment as to my own suitability and willingness to take the risk.

**7. VOLUNTEERISM:** I am fully aware of the risks and hazards connected with the work I am proposing to do and that performing this work includes a risk of injuries, which can cause disfigurement, dismemberment and/or death. I hereby elect to voluntarily participate in said activities, and to enter upon the respective property and premises and to engage in such activities, knowing that the activities may be hazardous to me, my agents, and my property. ***I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death,*** that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such activities, ***whether caused by the negligence of Releasees or otherwise.***

Initial: \_\_\_\_\_ Date: \_\_\_\_\_

I further hereby **agree to indemnify and hold harmless the Releasees** from any loss, liability, damage or costs, including court costs and attorney's fees, that may incur due to my participation in said activity **whether caused by the negligence of Releasees** or otherwise.

8. Unless I am known to be in possession of a valid health care directive to the contrary, I consent to have first aid and medical treatment that may be deemed advisable in the event I am incapacitated due to injury, accident and/or illness while on Muasa Hale Pule's property or engaged in Muaisa Hale Pule activities. I release Muaisa Hale Pule and all persons participating in any first aid or medical treatment from all liability for any such actions unless they are grossly negligent.

In signing these Terms and Conditions and Waiver of Liability Claims, I acknowledge and represent that no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; that I am at least eighteen (18) years of age and fully competent; and that I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

I certify that I am physically fit, that I take full responsibility for my own healthcare treatment and costs, that no qualified medical professional has advised me not to participate in any of these activities, that I have current and up to date health and/or travel health insurance coverage, and that there are no physical-, sensory-, mental- or health-related reasons or problems which preclude my participation.

I ACKNOWLEDGE THAT I HAVE READ, I UNDERSTAND, AND I HAVE TAKEN THE TIME TO CONSIDER THESE TERMS AND CONDITIONS AND WAIVER OF LIABILITY CLAIMS. I UNDERSTAND THAT ALONG WITH GAINING THE BENEFITS OF MUAISA HALE PULE ACTIVITIES, I ALSO GIVE UP SUBSTANTIAL RIGHTS, AND I DO SO KNOWINGLY AND VOLUNTARILY WITHOUT ANY COERCION OR DURESS.

*By voluntarily signing and agreeing to this document, I understand that this is a binding agreement, and that my electronically signing and submitting this agreement legally binds me in the same manner as if I had signed a non-electronic form.*

Name (please print) \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_