KAAAWA VALLEY XC MEET 9/8/12 & 'IOLANI INVITATIONAL 9/14/12

Kualoa Ranch
Hawaii

WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Waiver: In consideration of permission to use the property, facilities, staff, equipment and/or services of Kualoa Ranch Hawaii, Inc. and its affiliated companies, I, for myself, my heirs, personal representative or assigns, do hereby release, waive, discharge and covenant not to sue Kualoa Ranch Hawaii, Inc. and its affiliated companies, their directors, officers, employees and agents from liability from any and all claims, including the negligence resulting in personal injury, accidents or illnesses (including death) and property loss arising from, but not limited to, participation in activities, sporting events, contests, classes, observations and use of facilities, premises or equipment.

Assumption of Risks: Physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Kualoa Ranch Hawaii, Inc. provides access to ranch properties for a variety of outdoor activities including, but not limited to, sporting events, contests, running, hiking, biking, kayaking, horseback riding, ATV riding and other recreational and educational uses. Some of these activities involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, and others involve sustained physical activity which places stress on the cardiovascular system.

The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises and sprains; 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks and concussions; 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand and appreciate these and other risks that are inherent in the activities conducted on the properties owned by Kualoa Ranch Hawaii, Inc. and its affiliated companies and I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to indemnify and hold Kualoa Ranch Hawaii, Inc. and its affiliated companies harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities including attorney's fees brought as a result of my involvement at Kualoa Ranch Hawaii, Inc. and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Hawaii and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of Understanding: I have read this waiver of liability, assumption of risk and indemnity agreement, fully understand its terms and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

SIGNATURE of Participant	**PRINT** Name of Participant	Date

Age

SIGNATURE of Parent/Guardian of Participant if Minor (under 18)	**PRINT** Name of Parent/Guardian of Participant if Minor	Date