

**KUKUI`ULA DEVELOPMENT - LIABILITY WAIVER GENERAL FORM
(FOR VOLUNTEERS, RECREATIONAL OR OTHER USERS)**

VOLUNTEER OR USER'S NAME:

PHONE:

DATE:

ADDRESS:

EMAIL:

Read each section of this Liability Waiver ("Waiver") carefully and thoroughly before signing. Choosing to sign this Waiver has important legal consequences, and you should not sign this Waiver if you are not fully aware of and willing to be bound by its terms.

USE OF KUKUI`ULA DEVELOPMENT PROPERTY:

ONE DAY USE- May 3 (set up) & May 4, 2023 (practice, event, clean up)

Access to and use of land owned by Kukui`ula Development ("Kukui`ula") is by permission only. Kukui`ula hereby grants the volunteer or user identified above a revocable license to use the Kukui`ula property, subject to the terms of this Waiver. Volunteers or users may enter upon Kukui`ula property to conduct volunteer, recreation, or other activities only on the effective date of this Waiver.

RIGHT TO TERMINATE WAIVER RESERVED:

Kukui`ula reserves the right to terminate this Waiver and volunteer or users of Kukui`ula property at any time in its sole discretion, and upon such termination volunteer or user shall promptly cease his or her activities upon Kukui`ula property and immediately leave the Kukui`ula property.

SAFETY:

Kukui`ula property is steep and rocky and borders active livestock pastures and other areas with hazards and obstacles. Volunteer or User shall at all times conduct him or herself in a safe and prudent manner. Horseplay or any other activity that is likely to cause risk to other volunteers, other users, Kukui`ula employees and invitees, Kukui`ula property, is strictly prohibited. Volunteer or User agrees to abide by all directions and instructions given by Kukui`ula. Failure to abide by such instructions shall be grounds for immediate revocation of Volunteer or User's license to use Kukui`ula property. Volunteer or User shall be responsible for any damage, injury, losses, or costs caused by Volunteer or Users of Kukui`ula property.

VOLUNTEER OR USER ASSUMES ALL RISK AND RELEASES KUKUI`ULA DEVELOPMENT FROM ALL CLAIMS AND LIABILITY:

Use of Kukui`ula property has inherent risks, hazards, and dangerous conditions. Volunteer or User acknowledges that he or she knows and understands the scope, nature, and extent of the risks and hazards involved in using Kukui`ula property, and voluntarily assumes the risk that such use may result in damage to Volunteer or Users vehicle or property or injury or death of Volunteer or User. Volunteer or User fully and forever discharges and releases Kukui`ula Development and its officers, directors, shareholders, employees, agents, and insurers ("Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or in any way resulting from personal injuries, conscious suffering, death or property damage that result from Volunteer or Users use of Kukui`ula property. This release includes loss, damage, suffering, injury, or death resulting from negligence of the Released Parties and any other cause or causes to the maximum extent permissible by law. Volunteer or User agrees not to institute any suit or action at law or otherwise against the Released Parties, nor to initiate or assist the prosecution of any claims for damages which Volunteer or User may hereafter have by reason of damage to Volunteer or User's property or injury or death resulting from use of Kukui`ula property. Volunteer or User agrees to indemnify, defend and hold harmless the Released Parties from any and all losses, claims, actions, costs, expenses or proceedings of any kind which Volunteer or User may initiate or which may be initiated by any other person, entity or organization relating in any way to Volunteer or User's use of Kukui`ula property. This reimbursement of all legal costs and reasonable attorney's fees incurred by the Released Parties, or any of them, in connection with any suit or action which may be threatened or filed in connection with such use.

THIS IS A BINDING CONTRACT THAT IS IN EFFECT NOW AND SHALL REMAIN IN EFFECT IN THE FUTURE:

Volunteer or User expressly agrees that this document is a binding Waiver, pursuant to which Volunteer or User freely gives up certain rights and makes certain binding promises. This Waiver shall continue at full force and effect at all times and shall be binding on Volunteer or User's heirs, executors, personal representatives, administrators, estate, spouse, marital estate, and assigns. In case any one or more of the provisions contained in the Waiver shall be held void or unenforceable for any reason, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

I HAVE CAREFULLY AND THOROUGHLY READ THIS WAIVER AND FREELY AGREE TO BE BOUND BY ITS TERMS:

VOLUNTEER OR USERS SIGNATURE: _____ **DATE:** _____

PARENT OR LEGAL GUARDIAN SIGNATURE: _____ **DATE:** _____

PLEASE PRINT ALL NAMES COVERED ON THIS WAIVER (must be in same household)

- 1.
- 2.
- 3.
- 4.
- 5.