

Access Waiver and Release Agreement
Over the Palehua Properties Owned by
Palehua Ranch LLC; Edmund C. Olson Trust No. 2; and Gill 'Ewa Lands, LLC
(the "Property")

I acknowledge that there is an inherent risk of personal injury during this trip and other subsequent trips to the Property, and I agree that I am participating of my own volition. I recognize that I may encounter certain dangers, including, but not limited to: riding in vehicles over unimproved and uneven roads; hiking on trails that may be wet, slippery, and steep; hiking in areas where solid footing may be obscured by vegetation; and significant visibility, temperature and climate changes. I recognize that participating in service projects and other activities on the Property, which may include but are not limited to planting, invasive species removal, fencing and trail building, may involve the use of heavy and sharp tools on steep and/or uneven surfaces and may be inherently hazardous. I recognize that shoes with good traction and a heel are recommended for hiking and service work to minimize the chance of slipping or injury caused by sharp objects. I am aware that the Property may not be suitable for small children. I also understand that there are no bathroom facilities, potable water, or telephones, and that emergency care and evacuation may not be readily available. I will take appropriate steps to ensure my personal health and endurance during the access, including rest, food, water, and carrying any prescribed medication I may be taking.

I acknowledge that Palehua Ranch, LLC, Edmund C. Olson Trust No. 2, and Gill 'Ewa Lands LLC, (collectively or individually the "Parties") make no warranty or representation, expressed or implied, regarding the conditions that may be encountered during this and other subsequent trips.

I am in good health, and am not aware of any physical or medical condition that might endanger myself or other participants. I have read and agree to follow all Property rules, regulations, and safety instructions listed herein, as well as all applicable laws.

I hereby release and agree to indemnify and hold harmless the Parties and their respective employees, officers, directors, trustees, agents, guests, and invitees against any and all expenses, costs, claims, causes of action or liabilities (including, without limiting the generality of the foregoing, attorneys' fees) for damages, expenses, injury, death, damage to or destruction of property, or other losses, which I, or any person claiming through me, including accompanying minors under my supervision, may have, which may arise or result from my trip. I further agree that I will be responsible either for personally supervising the minor(s) or for making arrangements for supervision of the minor(s) by another responsible adult.

I agree to follow the Palehua Property Rules, attached below as part of the agreement.

This agreement is freely and voluntarily executed.

Signed: _____ Date: _____
(If a minor, parent or guardian must sign)

Age (if a minor): _____

Please print the name, address, email address and phone numbers of the participant below:

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Telephone (work): _____ (home): _____

(mobile): _____

Please print the name, address, email address and phone numbers of the participant's Emergency Contact below, should someone need to be contacted during your visit.

Name _____

Relationship to participant: _____

Mailing Address _____

City: _____ State: _____ Zip: _____

Email Address: _____

Telephone (work): _____ (home): _____

(mobile): _____

Trip Date(s) _____ Permission is granted only for the date(s) shown.

CONSENT AND RELEASE TO USE IMAGE

I understand that photography, including flash photography, videography and other recordings, may take place during my visit to the Property and while participating in activities on the Property. I hereby give my permission for the Parties to photograph, videotape, or use any other electronic method of recording my likeness to be used at the discretion of the Parties in any publications and/or websites. I give the Parties the absolute right and permission to make, copyright and/or use, re-use or publish said photographs/video footage of me in which I may be included in whole or in part, and waive any right to inspect and/or approve the finished printed materials, videos and/or websites where my image appears. I understand that all such recordings, in whatever medium, shall remain the property of the Parties. I waive my right to compensation for my appearance in these printed documents, videos or websites and in any and all future uses of the photographs and/or video footage.

This agreement is freely and voluntarily executed.

Signed: _____ Date: _____
(If a minor, parent or guardian must sign)

Palehua Property Rules

In consideration of the permission granted to me by Palehua Ranch LLC, Edmund C. Olson Trust No. 2, and Gill 'Ewa Lands, LLC to travel through and over the Property, I agree to act in accordance with the following policies.

- 1) Campfires and smoking are not permitted to minimize the risk of wildfires.
- 2) Firearms, archery equipment, and/or weapons are not permitted.
- 3) Camping is not permitted on the Property without prior written consent of the Parties.
- 4) Bringing plants or animals onto the Property is not permitted, with the exception of plants or seeds intended for outplanting during service projects for which prior approval has been received from the Parties. All gear (shoes, clothing, packs, etc.) must be inspected and cleaned as necessary to remove seeds and soil prior to entering the Property.
- 5) Visitors may not cut, remove, or damage any trees or vegetation or collect souvenir specimens, or collect, trap, kill, or otherwise molest any animal on the Property except with written permission when such activities are directly related to a conservation, scientific, or educational project.
- 6) All refuse must be packed out, not burned or buried.
- 7) Visitors must stay on predesignated roadways to prevent trampling of native vegetation, minimize the spread of weeds, and ensure visitor safety.
- 8) Visitors may not interfere with the activities of Property staff or others who have been granted permission to use the Property.
- 9) Visitors are expected to notify Ranger Thomas Anuhealii of any destructive or suspicious activity observed on the Property.
- 10) Call Ranger Thomas Anuhealii (343-6637) when entering or exiting the Property or to report and issues or concerns.
- 11) Visitors must follow any special rules that are in effect at the time of their visit when informed by the Parties.