

Access Waiver and Release Agreement
Gill Ewa Lands, LLC & Palehua Ranch Properties Joint Venture
Palehua ("Property") Access and Use

I acknowledge that there is an inherent risk of personal injury during this trip and other subsequent trips to Palehua, 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 temperature and climate changes. I recognize that shoes with good traction and a heel are recommended for the hike to minimize the chance of slipping or injury caused by sharp objects. I am aware that the area 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 activity, including rest, food, water, and carrying any prescribed medication I may be taking.

I acknowledge that Gill Ewa Lands, LLC and Palehua Ranch Properties Joint Venture, 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 preserve rules, regulations, and safety instructions listed herein, as well as all applicable laws.

I hereby release and agree to indemnify and hold harmless the Gill Ewa Lands, LLC and Palehua Ranch Properties Joint Venture, 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 to this preserve. 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.

This agreement is freely and voluntarily executed.

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

Please print your name, address and phone number below:

Name _____

Address _____

Telephone (work) _____ (home) _____

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

Gill Ewa Lands, LLC and Palehua Ranch Properties Joint Venture (Access and Use Continued)

Palehua Rules

In consideration of the permission granted to me by the Gill Ewa Lands, LLC and Palehua Ranch Properties Joint Venture to visit or travel through 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 preserve without prior written consent of the Gill Ewa Lands, LLC and Palehua Ranch Properties Joint Venture.
- 4) Bringing plants or animals onto the Property is not permitted. 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 buried.
- 7) Visitors must stay on predesignated trails and 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 Gill Ewa Lands, LLC and Palehua Ranch Properties Joint Venture staff of any destructive or suspicious activity observed on the Property.
- 10) Visitors must follow any special rules that are in effect at the time of their visit when informed by the Gill Ewa Lands, LLC and Palehua Ranch Properties Joint Venture manager.
- 11) Before entering or exiting the Property and/or to report any impressions, nonfunctions, malfunctions, issues or concerns on the Property, Please call Thomas Anuhealii at 808-343-6637
- 12) Please leave the Property exactly as you found it

Revised March 2015