

Camp Pālehua Access Waiver and Release Agreement

Camp Pālehua LLC

**Property owned by Pālehua 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 programs at Camp Pālehua, which may include but are not limited to such activities as archery, mountain biking, hiking, rope work, campfires, and swimming, may be inherently hazardous. Also, I recognize that participating in service projects, which may include but are not limited to planting, invasive species removal 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 area outside of the Camp Pālehua premises may not be suitable for small children. I also understand that outside of the Camp Pālehua premises 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 Camp Pālehua LLC, Pālehua 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 personally 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 Rules for Camp Pālehua, attached below as part of this agreement.

This agreement is freely and voluntarily executed.

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

Age (if a minor): _____

School/Group Name: _____ Date(s) of arrival: _____

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 at Camp Pālehua. I hereby give my permission for Camp Pālehua LLC and Gill 'Ewa Lands LLC to photograph, videotape, or use any other electronic method of recording my likeness to be used at the discretion of Camp Pālehua LLC and Gill 'Ewa Lands LLC in any publications and/or websites. I give Camp Pālehua LLC and Gill 'Ewa Lands LLC 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 Camp Pālehua LLC and Gill 'Ewa Lands LLC. 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: _____
(If a minor, parent or legal guardian must sign)

Date: _____