



Welcome to Gunstock Ranch! Please read through carefully and sign below. Mahalo!

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WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY (Adult) Gunstock Ranch, Inc., ("Gunstock Ranch"), in connection with Legacy Tours LLC, a/k/a Hawaiian Legacy Tours ("HLT"), is the operator of agricultural tours ("Tours") in Laie-Malaekahana, Hawaii. Gunstock Ranch is the lessee of land upon which the Tours are conducted. I desire to participate in a Tour. Gunstock Ranch is willing to allow me to participate in a Tour upon the following terms and conditions: I, the undersigned, acknowledge, agree and represent that I fully understand: a) the nature of the Tour, and that such Tour involves risks and dangers to me and/or others participating in the Tour of serious bodily injury, including permanent disability, paralysis and death, and of damage to personal property; b) there may be other risks and social economic losses either not known to me or not readily foreseeable at this time; c) these risks and dangers may be caused by, among things, my own actions or inactions, the actions or inactions of others participating in the Tour, the condition of the areas and land in which the Tour takes place, the condition of the vehicles used for the Tour and/or the actions or inactions of Gunstock Ranch, its employees and/or agents; d) in particular, the roadway, cliff and trail conditions and weather may be unpredictable, and there may be hazardous, hidden and/or unknown conditions or defects in the area in which the Tour is operated; e) I have the appropriate experience and capabilities to participate in the Tour and am qualified, in good health, and in proper physical condition to participate in the Tour and have no physical or mental disabilities that would limit or prevent me from participating in the Tour; and f) Section 520 of the Hawaii Revised Statutes may apply to my participation in the Tour to the extent that I do not pay a fee for the Tour.

In consideration of Gunstock Ranch's allowing me to participate in the Tour: a) I assume all of the risks and dangers of my participating in the Tour and all responsibilities for injuries, losses, costs and damages that I may incur as a result of participating in the Tour. b) I hereby unconditionally waive any claims or causes of action that I may have against Gunstock Ranch or HLT and its affiliates, predecessors and assigns, and each of their respective members, stockholders, managers, officers, directors, employees, representatives, insurers, landlords, attorneys, agents, and all persons acting by, through, under or in concert with them or any one or more of them ("Gunstock Ranch Parties") arising out of or in any way relating to, the Tour. c) Without limiting the foregoing, I unconditionally release, acquit, and forever discharge the Gunstock Ranch Parties from any claims, demand, losses, damages, causes of action of any nature whatsoever, whether known or unknown, suspected or unsuspected, that may arise out of or in any way relate to, the Tour. d) I further agree that if, despite this Waiver and Release of Liability, Assumption of Risk, and Indemnity, I make, or anyone on my behalf makes, a claim or demand against the Gunstock Ranch Parties, I will indemnify, defend and hold harmless each of the Gunstock Ranch Parties from and against any and all losses, damages, liabilities and expenses, including, without limitation, attorney's fees and costs, which any of the Gunstock Ranch Parties may incur as a result of such claim or demand. e) This Waiver and Release of

Liability, Assumption of Risk, and Indemnity shall be binding on me, my heirs, next of kin, executors, trustees, administrators, successors, assigns, insurers, indemnitors and attorneys, and the benefit shall extend to the Gunstock Ranch Parties and each of their heirs, next of kin, executors, trustees, administrators, successors, assigns, insurers, indemnitors and attorneys. I HAVE READ AND FULLY AGREE TO THE TERMS OF THIS WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY. I UNDERSTAND AND CONFIRM THAT BY SIGNING THIS WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY I HAVE GIVEN UP ON BEHALF OF MYSELF CONSIDERABLE FUTURE LEGAL RIGHTS THAT I MAY HAVE AGAINST THE GUNSTOCK RANCH PARTIES. I HAVE SIGNED THIS WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY FREELY, VOLUNTARILY, UNDER NO DURESS OR THREAT OF DURESS, WITHOUT INDUCEMENT, PROMISE OR GUARANTEE BEING COMMUNICATED TO ME. MY SIGNATURE IS PROOF OF MY INTENTION TO EXECUTE A COMPLETE AND UNCONDITIONAL WAIVER AND RELEASE OF ALL LIABILITY AND INDEMNITY TO THE FULL EXTENT OF THE LAW. I AM MENTALLY COMPETENT TO ENTER INTO SUCH AN AGREEMENT.

I grant Gunstock Ranch the right to take photographs in connection with the Tour. I authorize Gunstock Ranch, its assigns and transferees to copyright, use and publish the same in print and electronically. I agree that Gunstock Ranch may use such photographs of me with or without my name and for any lawful purpose, including, but not limited to, such purposes as publicity, illustration, advertising and web content.

**I have read, understand, and assume all inherent risks associated
with the Tour that I am taking today.**

Signature: _____

Date: _____

Print Name _____

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