

## **Maui Pineapple Tours, LLC.**

### *Registration, Assumption of Risk, Release/Waiver of Liability, and Indemnification*

Aloha and Welcome to Maui Pineapple Tours! As consideration for the opportunity to participate in this tour and to minimize risks associated with the activities on and relating to the tour (collectively the "Activities"), you agree to follow the instructions and safety rules as explained by the activity guides and to complete the Participant Information section below. We appreciate your cooperation and understanding of our efforts to make this program as safe as reasonably possible.

*Mahalo nui loa* ("Thank you very much").

**PARTICIPANT REPRESENTATIONS** I understand that there are certain risks inherent in the Activities offered by Maui Pineapple Tours LLC. I represent that I am qualified to participate in the Activities by my general good health and proper physical condition. I do not have any allergies or physical or mental condition that could affect my safety while participating in these activities, and I agree to follow all instructions given to me by the Maui Pineapple Tour staff while I am on the premises and while I am participating in the Activities.

**ASSUMPTION OF THE RISK.** I fully understand that the Activities involve inherent and other risks, hazards and dangers that may include but are not limited to serious bodily injury, stings from bees or other insects, permanent disability, partial or total paralysis, or death, which may be caused by my own actions, or inactions, or those of others participating in the Activities, the conditions in which the Activities takes place, or the negligence of the Releasees named below. I further understand that there may be risks either not known to me or not readily foreseeable at this time and I am voluntarily participating in the Activities with knowledge of the risks and fully accept and assume all such risks and all responsibility for losses, cost, and damages that I incur as a result of my participation in the Activities.

**RELEASE OF LIABILITY.** I hereby release, discharge, and covenant not to sue Maui Pineapple Tours, GoZip LLC, Experiential Resources Inc., Experiential Holdings Inc., Haliimaile Pineapple Company Ltd., Maui Gold Bee Tours, its respective administrators, directors, agents, members, managers, officers, volunteers, and employees, other participants, any sponsors, vendors, tour operators, advertisers, and, if applicable, owners and lessors of premises on which the Activities take place, each of which shall be considered a Releasee hereunder, from all liability, claims, demands, losses, or damages, on my account caused or alleged to be caused in whole or in part by the negligence of Releasees or otherwise, including negligent rescue

operations and I further agree that if, despite this *Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement*, I or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, defend, save, and hold harmless each of the Releasees from and against any and all loss, liability, damage, or cost, including reasonable attorneys fees, which may incur as the result of such claim.

**PHOTOGRAPHIC RELEASE.** I hereby grant and convey unto Maui Pineapple Tours/Experiential Holdings Inc, Maui Gold Bee Tours, all right, title, and interest, including the right to use any such image in advertising or other promotional or informational materials, in any and all photographic images and video or audio recordings made by Maui Pineapple Tours and Maui Gold Bee Tours including, but not limited to, any royalties, proceeds, or other benefits obtained from such photographs or recordings.

**OTHER.** I have read the foregoing *Registration, Assumption of Risk, Release/Waiver of Liability, and Indemnification*, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this *Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement* is held invalid, the balance shall continue in full force in effect. I understand that this *Registration, Assumption of Risk, Release/Waiver of Liability, and Indemnification* shall be governed by the laws of the State of Hawaii and that any claim, lawsuit, other action must be filed or entered into only in the State of Hawaii, Second Judicial Circuit.