

## ULUPALAKUA RANCH – VOLUNTEER LIABILITY WAIVER

VOLUNTEER NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_ DATE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

Read each section of this Volunteer Liability Waiver ("Waiver") carefully and thoroughly before signing. Choosing to sign this Waiver has important legal consequences, and you should not sign this Waiver if you are not fully aware of and willing to be bound by its terms.

### USE OF RANCH PROPERTY:

Access to and use of lands ("Ranch Property") owned by Ulupalakua Ranch, Inc. ("Ranch") is by permission only. The Ranch hereby grants the Volunteer identified above a revocable license to use Ranch Property, subject to the terms of this Waiver. To use Ranch Property, Volunteer must have also completed an "Auwahi Release of Liability" form ("Auwahi Waiver") provided to me by the Leeward Haleakala Watershed Restoration Partnership, the 'Olino, Maui Restoration Group, or such other volunteer organization as has been approved to conduct restoration activities on Ranch Property by the Ranch ("Supervising Agency"). Volunteer may enter upon Ranch Property to conduct restoration activities only on the effective date of the Auwahi Waiver.

### RIGHT TO TERMINATE WAIVER RESERVED:

The Ranch reserves the right to terminate this Waiver and Volunteer's use of Ranch Property at any time in its sole discretion, and upon such termination Volunteer shall promptly cease restoration activities and immediately leave the Ranch Property.

### SAFETY:

Ranch Property is steep and rocky and includes active cattle pastures and other areas with hazards and obstacles. Volunteer shall at all times conduct him or herself in a safe and prudent manner. Horseplay or any other activity that is likely to cause risk to other volunteers, employees of the Supervising Agency, Ranch employees, and Ranch invitees, livestock or property, is strictly prohibited. Volunteer agrees to abide by all directions and instructions given by the Supervising Agency or the Ranch. Failure to abide by such instructions shall be grounds for immediate revocation of Volunteer's license to use Ranch Property. Volunteer shall be responsible for any damage, injury, losses or costs caused by Volunteer's use of Ranch Property.

### VOLUNTEER ASSUMES ALL RISKS AND RELEASES THE RANCH FROM ALL CLAIMS AND LIABILITY:

Use of Ranch Property has inherent risks, hazards and dangerous conditions. Volunteer acknowledges that Volunteer knows and understands the scope, nature and extent of the risks and hazards involved in using Ranch Property, and voluntarily assumes the risk that such use may result in damage to Volunteer's vehicle or property or injury or death of Volunteer. Volunteer fully and forever discharges and releases Ulupalakua Ranch, Inc. and its officers, directors, shareholders, employees, agents, and insurers ("Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or in any way resulting from personal injuries, conscious suffering, death or property damage that result from Volunteer's use of Ranch Property. This release includes loss, damage, suffering, injury, or death resulting from negligence of the Released Parties and any other cause or causes to the maximum extent permissible by law. Volunteer agrees not to institute any suit or action at law or otherwise against the Released Parties, nor to initiate or assist the prosecution of any claims for damages which Volunteer may hereafter have by reason of damage to Volunteer's property or injury or death resulting from use of Ranch Property. Volunteer agrees to indemnify, defend and hold harmless the Released Parties from any and all losses, claims, actions, costs, expenses or proceedings of any kind which Volunteer may initiate or which may be initiated by any other person, entity or organization relating in any way to Volunteer's use of Ranch Property. This includes reimbursement of all legal costs and reasonable attorneys' fees incurred by the Released Parties, or any of them, in connection with any suit or action which may be threatened or filed in connection with such use.

### THIS IS A BINDING CONTRACT THAT IS IN EFFECT NOW AND SHALL REMAIN IN EFFECT IN THE FUTURE:

Volunteer expressly agrees that this document is a binding Waiver, pursuant to which Volunteer freely gives up certain rights and makes certain binding promises. This Waiver shall continue at full force and effect at all times and shall be binding on Volunteer's heirs, executors, personal representatives, administrators, estate, spouse, marital estate, and assigns. In case any one or more of the provisions contained in this Waiver shall be held void or unenforceable for any reason, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

**I HAVE CAREFULLY AND THOROUGHLY READ THIS WAIVER AND FREELY AND FULLY AGREE TO BE BOUND BY ITS TERMS.**

VOLUNTEER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
PARENT OR LEGAL GUARDIAN SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_