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Release of Liability and Assumption of Risk Agreement

This is a release. Read it carefully before signing. This release essentially states that I know I am going on a tour in a wilderness/outdoor environment. As a result of the inherent risks in this activity, I know I might die, get hurt, or damage or lose my belongings. If any of these occur, I understand that I cannot make a claim, sue, or expect MAUI CUSTOM TOURS LLC, its owners, officers, agents, employees, other participants and associates including the State of Hawaii, its Dept of Parks & Recreation, the US Bureau of Reclamation, Maui Electric, East Maui Water Irrigation and any private landowners (hereinafter referred to collectively as MAUI CUSTOM TOURS LLC) to be legally responsible or pay for any damages or losses.

ACKNOWLEDGEMENT AND ACCEPTANCE OF RISKS: I, the undersigned, hereby acknowledge that I have voluntarily choose to go on this tour with MAUI CUSTOM TOURS LLC. Certain risks are inherent in any recreational activity and cannot be eliminated, altered, or controlled, and these risks that contribute to the unique character of the activity can also be the cause of injury, illness, death, and damages. I know and fully understand that exploring the Island of Maui, whether on foot, raft, boat, kayak, automobile, bike or any other type of vehicle or vessel, is an outdoor adventure activity in a wilderness environment with inherent risks and hazards where serious accidents can occur, participants can die, or sustain injuries and property damage or loss.

I acknowledge and willingly assume all risks and hazards in exploring the Island of Maui from the pre-embarkation rendezvous until the conclusion of the trip, including but not limited to: exposure to inclement weather conditions, exposure to sun, heat exhaustion, exposure to plants, insects and/or animals capable of producing adverse physical reactions, injuries sustained from falling, drowning, rescue related injuries; and unavailability of immediate and appropriate medical attention in case of injury. I also understand and acknowledge that the above list is not complete or exhaustive, and that other risks, known and unknown, anticipated or unanticipated, may also exist and result in injury, illness, disease, death or damage. **My participation in the activity is purely voluntary and I elect to do so at my own risk.**

RELEASE: In consideration for MAUI CUSTOM TOURS LLC allowing me to participate on this tour, I voluntarily agree to release, discharge, and hold harmless MAUI CUSTOM TOURS LLC for any and all claims for liability arising out of their negligence, fault, recklessness, or any other act or omission which causes the undersigned illness, injury, disease, and damages of any nature in any way connected with my participation in this activity. I also expressly agree to release and discharge MAUI CUSTOM TOURS LLC from any act of negligence or omission in rendering or failing to render any type of rescue, emergency, or medical services. **In signing this document, I fully recognize and understand that if I (or any minor on whose behalf I am signing this release) am hurt, die, or my property is damaged or lost, I am giving up my right to make a claim or file a lawsuit against MAUI CUSTOM TOURS LLC, even if they negligently or by some other act or omission cause the injury, damage or loss.**

I further agree, to hold harmless, defend, and indemnify MAUI CUSTOM TOURS LLC from all defense costs, including attorney's fees incurred in connection with claims for bodily injury, wrongful death, or property damage or loss, sustained by any minor on whose behalf I am signing under 18 years of age, or which may have caused to spectators or other third parties, whether negligent or not, in the course of my participation in this activity.

As parent or legal guardian of a participant under 18 years of age, I have read and voluntarily agree that said minor may participate in this activity and I sign this release on their behalf and on the behalf of minor's parents and/or legal guardians. In addition, I give MAUI CUSTOM TOURS LLC permission to treat said minor in case

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of illness, injury, emergency or accident. Should emergency medical services become necessary, for the undersigned participant or minor, the expenses are the sole responsibility of the participant and not that of MAUI CUSTOM TOURS LLC. **Personal medical and travel insurance is strongly advised for all participants.**

MAUI CUSTOM TOURS LLC reserves the right to accept or deny service to any person. I hereby agree to follow all rules, regulations and instructions of MAUI CUSTOM TOURS LLC while on this activity. I also certify that I and any minor on whose behalf I am signing, are physically and mentally capable of participating in these activities. I hereby agree that MAUI CUSTOM TOURS LLC may use film or photographic records of this activity for its promotional and/or commercial purposes. The venue of any dispute that may arise out of this agreement or otherwise between parties to which MAUI CUSTOM TOURS LLC or its agents is a party shall be either the County of Maui Court or the State Supreme Court of Hawaii.

I have read this document in its entirety. I understand that I am assuming all the risks inherent in this activity. I understand that it is a release of any and all claims. I understand that this is the entire agreement between the undersigned and MAUI CUSTOM TOURS LLC, their owners, officers, agents and employees and that it cannot be modified or changed in any way by the representations of statements by MAUI CUSTOM TOURS LLC or by the undersigned. I voluntarily sign my name as evidence of my acceptance of all the provisions in this release and my agreement to be bound by them.

Signature: _____ **Date Signed:** _____

Please print the following clearly. Include the names of all minors covered:

Name: _____ **Phone:** _____

Minor(s): _____

Address: _____ **City/State/Zip:** _____

Emergency contact name: _____ **Phone** _____

Although Maui Custom Tours, LLC cannot assume responsibility for anyone's personal medical conditions, please write below any medical problems or conditions you think we should know of:

This form must be completed and signed by each participant over 18 years of age or by the parent or guardian for minors. Bring the completed form with you on the morning of your tour; this will avoid delays when we meet. A completed form is required for each adult participant. **PLEASE DO NOT FAX.**