

MAUI LAND & PINEAPPLE COMPANY, INC.
MAUI PINEAPPLE COMPANY, LTD.
KAPALUA LAND COMPANY, LTD.
Lahaina, Maui, Hawaii

VOLUNTEER RELEASE,
EXPRESS ASSUMPTION OF RISK,
AND INDEMNIFICATION

In consideration of permission granted herein by Maui Land & Pineapple Company, Inc., Kapalua Land Company, Ltd. and Maui Pineapple Company, Ltd. (hereinafter "the Companies") for entry onto their premises, the undersigned releases, waives, discharges, and covenants not to sue the Companies and their affiliates, their respective administrators, directors, officers, employees, agents and volunteers, all of which are hereinafter referred to as "Releasees", from any and all liability to the undersigned, its heirs, agents, assigns, executors, and personal representatives, for any and all claims, demands, losses or damages on account of injury, including, but not limited to, death of the undersigned and damage to property, caused or alleged to be caused in whole or in part by the negligence, gross negligence, breach of warranty or other wrongful conduct of Releasees, in connection with the undersigned being on the Companies' premises.

In addition, the undersigned agrees to assume the risk of, and be responsible for, any and all damages, losses or injuries sustained by third parties as a result of the undersigned's activities on the premises, and to defend, indemnify and hold all Releasees harmless from any and all such claims and demands, including payment to Releasees of the fees and costs incurred by them in connection therewith.

DATE(S) OF ENTRY
PROPERTY

LOCATION(S) ON COMPANY

SIGNATURE

Print Name

Today's Date

