



Maui Land & Pineapple Company, Inc.
(Organization Form)

Thank you for your interest in having members of _____ *(Name of Organization)* participate in our _____ Program. In order to minimize any risks associated with visiting a location adjacent to, or having had, agricultural activities, your members will be required to follow the safety rules explained by your company guide/escort. In addition, as consideration for the grant of access to this area, an authorized representative of your organization must review and sign this document prior to your scheduled visit on _____ 200_.

ACKNOWLEDGEMENT OF RISK & RELEASE OF LIABILITY

On behalf of the Organization named herein, the Undersigned acknowledges that authorized Organization leaders have been advised that the area in which this activity takes place is adjacent to, or may have been the site of, working agricultural facilities with inherent risks, hazards and dangerous conditions. Organization also acknowledges that access to the site of the Program is limited to four-wheel drive vehicles. Nonetheless, the Organization believes that this activity presents unique educational and/or community service opportunities for its members and it is willing to assume these risks.

In consideration of the permission granted to the Organization to allow its members to participate in this Program, including riding in Company-owned vehicles (collectively "Activities"), the Organization will assume all risks of illness, injury or death of its members and guests and/or any loss of their property while on Company premises and/or in Company vehicles, and it agrees not to sue Maui Land & Pineapple Company, Inc., Maui Pineapple Company, Ltd., Kapalua Land Company, Ltd., their affiliated companies, owners, officers, agents, contracted tour operators and employees and other persons or entities involved with the Activities (collectively the "Released Parties"), through any actions, claims or demands for injury, loss or damage, regardless of the cause, arising out of the participation by Organization or any of its members and guests in the above Activities.

The Organization, for itself and its members, employees, agents, representatives, administrators, officers and directors and guests, agrees to indemnify and hold harmless the Released Parties from and against any and all losses, claims, actions, costs, expenses or proceedings of any kind, which may be initiated by any person, entity or organization, relating in any way to the participation of Organization's members and guests in the above Activities, including reimbursement of all legal costs and reasonable attorneys' fees incurred by the Released Parties in defending against any such claim, action or proceeding.

The undersigned declares that he/she is authorized to execute this Acknowledgement and Release on behalf of the Organization and its members and guests, and that he/she has had the opportunity to read this document and to review it with others.

My signature below acknowledges that the Organization named above, for itself, its members, and its guests, agrees to be bound by the terms herein, and to have its members and guests follow all of the safety rules given to them by their guide/escort.

ORGANIZATION NAME: _____

BY (Signature): _____ **DATE:** _____

Print name: _____ **Title or Position:** _____