

# **KAUAI EXPEDITIONS INC**

**3-2087 KAUMUALII HWY, LIHUE HI 96766**

This Release of liability & Assumption of Risk must be signed by all parties that are participating in any tour offered by Kauai Expeditions Inc ("Kauai Expeditions"). For children under 18, a parent or guardian must sign on his/her behalf.

1. I recognize and understand that the tours offered by Kauai Expeditions, will or may involve travel and activities which are, or may be, inherently dangerous to participants; that travel by public or private conveyance of any sort, and getting in or out of any public or private conveyance, may result in illness, injury, or death which may be caused by, or result from, my own negligence, actions or failure to act of others (including employees or agents of Kauai Expeditions Inc, Ka'aahi Ranch & Farmlands LLC, Kauai Kilohana Partners, and Grove Farm Company,) by accident or otherwise, physical exertion for which I am not prepared or believed I was prepared, consumption of alcohol, medications, or drugs, natural events, or other causes. I may be exposed to a variety of hazards and risks, foreseen or unforeseen, which are inherent in each tour and cannot be eliminated without destroying the unique character of the tour. These inherent risks include, but are not limited to, the dangers of serious or minor personal injury, property damage, and death ("injuries and damages") from exposure to the hazards of traveling by Kawasaki Mule Side by Side Utility Vehicles and/or foot under trees and through a natural forest. I understand and accept that the tour involves travelling in and or driving a Kawasaki Mule Side by Side Utility Vehicle over paved roads, dirt roads, uneven terrain, hills, under small and large trees to which branches, limbs, and/or fruit could fall and requires getting in and out of an unconventional vehicle (which may be difficult for a person with physical or mental disabilities). The tour may involve walking on dirt or paved roads, boardwalk, under small and large trees from which branches, limbs, and/or fruit could fall, and uneven and/or slippery ground, may involve close contact with and/or feeding of live animals which can be unpredictable and can lead to injuries to any part of the body from the toes up to the top of the head and everything between, and may require my presence at or around places with different types of seating available for my use, which can also be unpredictable and will only be used at my own risk.

I knowingly and willfully accept these risks and take complete and total responsibility for my behavior, well-being, and health during the tour/excursion. I voluntarily accept and assume all risks of loss, damage, or injury that may be sustained while participating in this tour/excursion, prior thereto while at the real property on which the tour/excursion takes places, or after the tour/excursion has concluded while at the real property on which the tour/excursion takes place. I further agree that I have read all the safety and other rules, regulations, and instructions or other material given to me either orally or in writing by Kauai Expeditions and I will abide by them and all generally accepted rules of safety and behavior.

2. In consideration of Kauai Expeditions permitting me and/or my family members to participate in the tours/excursion and activities provided by it, and persons or entities associated with it, I hereby release Kauai Expeditions Inc, Ka'aahi Ranch & Farmlands LLC, Kauai Kilohana Partners, and Grove Farm Company, and collectively their owners, agents, employees, servants, associates, landlords, and independent contractors ("the Released Parties") from any and all claims, demands, and liabilities which I now have or in the future may have against it or them which may result from my (or my family's) participation in the activities covered by, or related to, this agreement or that may result from my (or my family's) presence on the property at which the tour/excursion takes place (including, without limitation, any injuries resulting from the terrain, my use of the parking area, my use of any seating, or my presence in or on a vehicle or boardwalk, at the property), even if caused by the Released Parties negligence or willful misconduct. This release and waiver shall be binding on me, my heirs, executors and administrators and all persons claiming under me.

3. I am aware that medical services or facilities may not be readily available or accessible during some of the time in which I am participating in the tour. I understand and agree that medical or other services that may be rendered to me by or at the insistence of any of the above parties are not an admission of liability to provide or continue to provide such services, and are not under a waiver by any of the said parties of any right hereunder. I understand that serious accidents may occur and that the participants in this excursion may sustain mortal or serious injury as a result of their participation. Nevertheless, I agree to assume these risks and to release and hold harmless all of the persons and entities mentioned above who might otherwise be liable to me for damages and agree that Kauai Expeditions has not tried to contradict or minimize my understanding of these risks.

4. I hereby grant Kauai Expeditions the right to take, and use, for promotional and other commercial purposes, photographic and other records of its tours and participants, including myself and my family while we are participating in the tour or are present on the property from which the tour operates.

5. This Agreement shall be governed by, and interpreted according to, the laws of the State of Hawaii, without giving effect to its conflict of law principles, and I agree that any disputes or claims made under it shall be adjudicated in the County of Kauai, State of Hawaii.

6. I have carefully read this agreement and fully understand its contents. I am aware that this is a release of liability and a contract between myself, the entities and persons named herein and/or their affiliated organizations and I sign it of my own free will and in its entirety.

7. This agreement is intended to be as broad and inclusive as permitted by law. If any provision or any part of any provision of this agreement is held to be invalid or legally unenforceable for any reason, the remainder of the Agreement shall not be affected thereby and shall remain valid and fully enforceable and any provision held to be invalid or unenforceable shall be modified by the Court to the extent necessary to give effect to the parties' intentions herein while making it valid and legally enforceable.

I have read this document in its entirety and I freely and voluntarily assume all risks of such injuries and damages and not withstanding such risks, I agree to participate in the Tour.

**Adult**

Print Full Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Minor**

Print Minors Full Name: \_\_\_\_\_

Adult Signature: \_\_\_\_\_

Print Minors Full Name: \_\_\_\_\_

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