

ASSUMPTION OF RISK, RELEASE AND WAIVER

We _____ will be attending an educational field site visit at Waikalua Loko Fishpond located at 45-225 Kane' ohe Bay Drive in Kane' ohe, Hawai'i on _____. We agree to conduct ourselves with great regard for our own and others safety.

We further understand that KBAY LLC, dba Bay View Golf Park and its members, and the Board of Directors of the Waikalua Loko Fishpond Preservation Society and their officers, agents, employees or representatives, hereinafter the "Released Parties," do not provide liability insurance, or otherwise indemnify us against injuries or any other liabilities arising from our participation in these educational activities.

In consideration of us being permitted to participate in these educational activities, we EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF PROPERTY DAMAGE, PERSONAL INJURY OR DEATH sustained during or that may result from participating in this event whether or not caused by the negligence of KBAY LLC, DBA BAY VIEW GOLF PARK, the BOARD OF DIRECTORS OF THE WAIKALUA LOKO FISHPOND PRESERVATION SOCIETY or the RELEASED PARTIES.

We hereby release, agree to defend, hold harmless, indemnify and discharge KBAY LLC, dba Bay View Golf Park, the Board of Directors of the Waikalua Loko Fishpond Preservation Society and the Released Parties from any and all liability claims, demands or causes of action that we may have for injuries and/or damages arising out of our participation in the educational field site visit, including but not limited to, losses CAUSED BY THE PASSIVE OR ACTIVE NEGLIGENCE OF OURSELVES AND/OR KBAY LLC, DBA BAY VIEW GOLF PARK, THE BOARD OF DIRECTORS OF THE WAIKALUA LOKO FISHPOND PRESERVATION SOCIETY OR THE RELEASED PARTIES.

We further agree that WE WILL NOT SUE OR MAKE A CLAIM against KBAY LLC, DBA BAY VIEW GOLF PARK, the BOARD OF DIRECTORS OF THE WAIKALUA LOKO FISHPOND PRESERVATION SOCIETY or the RELEASED PARTIES for any damages and/or other losses sustained as a result of our participation in the educational field site visit.

WE HAVE READ AND UNDERSTAND AND AGREE TO THIS ASSUMPTION OF RISK, RELEASE AND WAIVER STATEMENT, AND WE SIGN THIS STATEMENT WITH FULL KNOWLEDGE OF ITS CONTENTS AND MEANING, AND WE SIGN THIS STATEMENT OF OUR OWN FREE WILL.

Print Name: _____ Signature: _____

School: _____ Date: _____