

**AGREEMENT FOR ASSUMPTION OF RISK,
WAIVER OF CLAIMS, AND INDEMNIFICATION**
**ARISING OUT OF THE USE OF OR PRESENCE ON OR IN
LAND, BUILDINGS, OR OTHER FACILITIES OWNED OR
CONTROLLED BY THE HAWAII FOREST INDUSTRY ASSOCIATION**

FOR AND IN CONSIDERATION OF the opportunity to use or be present on or in land, buildings, or other facilities (collectively referred to as "Property") owned or controlled by Hawaii Forest Industry Association (HFIA), in this instance, Ka'upulehu Dryland Forest, you agree to the following:

- (1) In recognition that Property and its use may involve some inherent risks that cannot be totally eliminated, Undersigned assumes all risk, known and unknown, of injury to person, including death, and damage to property resulting from Undersigned's use of or presence on or in Property.
- (2) Undersigned expressly agrees to waive all claims and rights of subrogation and release, indemnify, defend, and forever hold harmless HFIA, it's employees and contractors, from any loss, liability, joint liability, several liability, or joint and several liability resulting from any and all claims, demands, or actions against HFIA by Undersigned or any person or entity holding by or through Undersigned or any insurance carrier or organization or person for payment or reimbursement of any debts, obligations, liens, joint tortfeasor claims, or claims for contribution or indemnity relating in any way to the matters covered by this Agreement.
- (3) The terms of this Agreement shall be enforceable to the greatest extent allowed by law with respect to Undersigned and HFIA, each of which is defined to include its respective parents, guardians, heirs, executors, administrators, representatives, successors, assigns, trustees, receivers, agents, employees, officers, directors, stockholders, general or limited partners, joint ventures, parent or subsidiary corporations, related or affiliate entities, and all persons, entities, or parties claiming by, through, or under the named parties.
- (4) Undersigned agrees to provide HFIA with a properly signed and dated copy of this Agreement before entering or using Property, and to provide, *if requested*, proof of identification that includes a recent photograph.
- (5) Undersigned will not, absent written permission by HFIA, participate in activities or be physically present on or in HFIA Property, except when appropriately supervised by HFIA or authorized licensee.
- (6) Undersigned agrees to comply with all applicable requirements, rules, and regulations of government entities, authorized licensees, and HFIA while using or being present on or in HFIA Property.

The following signature indicates that Undersigned understands and agrees to comply with all the terms of this Agreement.

Print Name of Individual **and**, if under 18, Parent or Legal Guardian

Signature of Individual **or**, if under 18, Parent or Legal Guardian

Date

Received By:

Signature of Authorized Representative of HFIA

Date