

**GENERAL WAIVER AND RELEASE
(Adult Hiking Event Participant)**

Date of Event: _____

1. Haleakala Ranch Company, a Hawaii corporation ("Haleakala Ranch"), owns that certain parcel described as the Mountain Mauka and Castle Pastures situated at Makawao, Maui, Hawaii, bearing tax map key number 2-3-05:004 (Second Taxation Division) (the "Premises").
2. _____ ("Hiking Event Participant") desires to use certain portions of the Entire Premises to participate in guided hiking events (the "Events") on the above-referenced date(s).
3. Haleakala Ranch is willing to allow, without the payment of any fee or charge, use of a portion of the Premises for the Hiking Event Participant's participation in the Events, so long as, among other things, Haleakala Ranch is not liable for any injuries suffered by Hiking Event Participant during the Events.

NOW THEREFORE,

1. Hiking Event Participant acknowledges that portions of the Premises are steep and rocky and include active cattle pastures and other areas with hazards and obstacles.
2. Hiking Event Participant, on behalf of himself/herself and his/her successors and assigns, agrees not to bring any action, at law or in equity, against and releases and discharges, Haleakala Ranch and every person associated or affiliated with Haleakala Ranch, including but not limited to, its officers, directors, shareholders, employees, agents and contractors (the "Affiliates"), of and from all actions, causes of action, claims and demands, damages and costs, whether now accrued or hereafter accrued, now disclosed or undisclosed, for injury, damage or death suffered by Hiking Event Participant in any way relating to, or growing out of Hiking Event Participant's participation in the Events.
3. This instrument is intended to, and shall, constitute a release and discharge of any claim that Hiking Event Participant have or may in the future have against Haleakala Ranch and its Affiliates in connection with the Events.
4. Hiking Event Participant shall defend, indemnify and hold Haleakala Ranch and its Affiliates harmless, from and against any claim or action brought by any person associated or affiliated with Hiking Event Participant in connection with the Events, or for any loss suffered or liability incurred by any such person, arising out of the Events.
5. Hiking Event Participant acknowledges and agrees to the following:
 - (a) Hiking Event Participant has not paid any fee or charge to Haleakala Ranch (and Haleakala Ranch has not requested or demanded the payment by Hiking Event Participant of any such fee or charge) in return for an invitation or permission to enter or go upon the Premises;
 - (b) "Events" constitute a "recreational purpose" (as this term is defined in 520-2, HAW. REV.STAT.);
 - (c) "Hiking Event Participant" is a "recreational user", (as this term is defined in 520-2, HAW. REV.STAT.) during his or her participation in the Events; and
 - (d) Haleakala Ranch owes no duty of care to Hiking Event Participant to keep the Premises safe for entry by Hiking Event Participant for the Events, or to give Hiking Event Participant any warning of such a dangerous condition, use, structure or activity at the Premises.

I HAVE CAREFULLY AND THOROUGHLY READ THIS GENERAL WAIVER AND RELEASE AND FREELY AND FULLY AGREE TO BE BOUND BY ITS TERMS.

Dated at Makawao, Hawaii, this _____ day of _____ 2012.

ACCEPTED:

HALEAKALA RANCH COMPANY

HIKING EVENT PARTICIPANT:

By: _____

Its: _____

Print Name: _____

Date: _____

Date: _____