

STATE OF HAWAII DEPARTMENT OF LAND AND NATURAL RESOURCES

RELEASE OF LIABILITY

I have requested the Department of Land and Natural Resources to allow me to participate in an inspection of the former Uncle Billy's Hilo Bay Hotel site, more recently known as the Pagoda Hilo Bay Hotel, located in Waiakea, South Hilo, Hawaii, on Tax Map Keys: (3) 2-1-005: 033, 034, 035 and 045, including the improvements thereon (Site) on Wednesday, March 28, 2018. I understand and acknowledge that most of the improvements on the Site have been closed to the public due to unresolved building, electrical and plumbing code violations and other unsafe conditions, and that copies of the Fire Inspection Report issued June 13, 2017 by the County of Hawaii Fire Department and the Notice of Violation issued June 22, 2017 by the County of Hawaii Department of Public Works, Building Division, are available for review online at: <http://dlnr.hawaii.gov/ld/hilobayhotel/>. I additionally understand that architectural and engineering studies regarding the condition of the Site are available online at the location above. I understand and acknowledge that my SAFETY is at risk by entering the Site and that I accept RESPONSIBILITY. I fully understand, and by my signature:

I recognize and acknowledge that there are certain inherent risks and dangers involved with the inspection including but not limited to risk of possible injury or death as a result of the condition of the Site.

Knowing that my presence on the Site may present certain risks and dangers to me, including A RISK OF SERIOUS BODILY HARM OR DEATH, I nevertheless permit myself to engage in the inspection. I voluntarily ASSUME THE RISK OF INJURY OR LOSS created by conditions of the Site. With full knowledge of the hazards, I RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS the **State of Hawaii** and **Tower Development, Inc.**, who presently has control of the Site under Revocable Permit No. S-7905, and any and all of their officers, employees, and agents, for death or injury to me or damage to or destruction of any of my property resulting from the hazardous conditions set forth above.

In consideration for allowing me to engage in the above-described activity or activities which I have requested, I, for my heirs, beneficiaries, executors, and administrators, REMISE, RELEASE, AND FOREVER DISCHARGE the **State of Hawaii** and **Tower Development, Inc.**, and any and all of their officers, employees, and agents, acting in their official capacities, from any and all claim(s), demand(s), or cause(s) of action on account of my death or personal injury or on account of any injury to my property which may occur from my negligence, hazards listed herein, or an unforeseeable event, during the inspection of the Site or my time on the Site.

I have read the above waiver and hereby release the **State of Hawaii** and **Tower Development, Inc.**, their officers, employees, agents, and assigns from any and all liability that may result from the inspection of the Site or my time on the Site.

Signature: _____ Date: _____

Printed Name: _____ Age: _____