

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
Land Division
Honolulu, Hawaii 96813

May 12, 2017

Board of Land and Natural Resources
State of Hawaii
Honolulu, Hawaii

PSF No.: 17HD-045

Hawaii

Issuance of Right-of-Entry Permit to Endurance Events USA onto State Lands Encumbered by Governor's Proclamation Dated January 3, 1923, Waiakea Forest Reserve, Upper Waiakea Forest Reserve and Hilo Reserve; Governor's Executive Order No. 1288, Mauna Loa Forest and Game Reserve; Governor's Proclamation Dated May 2, 1938, Mauna Kea Forest Reserve; Governor's Executive Order No.1398, Kaohe Game Management Area; and General Lease No. S-5373, Harold F. Rice, Jr., Lessee, for the Purpose of Hosting a Portion of the Mauna 2 Mauna Ultra Marathon Footrace, South Hilo, North Hilo, Hamakua and South Kohala, Hawaii, Tax Map Keys: (3) 2-4-008:001, (3) 2-6-018:010, (3) 2-6-018:004, (3) 2-4-008:008, (3) 2-4-008:004, (3) 3-8-001:001, (3) 4-4-014:009, (3) 4-4-015:001, (3) 4-4-015:004, and (3) 6-6-001:002.

This is a joint Land Division and Division of Forestry and Wildlife submittal to make efficient use of Board and Staff time.

APPLICANT:

Endurance Events USA, a foreign corporation.

LEGAL REFERENCE:

Sections 171-55, Hawaii Revised Statutes, as amended.

LOCATION:

Portions of Government lands situated at South Hilo, North Hilo and Hamakua, Hawaii, identified by TMK: (3) 2-4-008:001, (3) 2-6-018:010, (3) 2-6-018:004, (3) 2-4-008:008, (3) 2-4-008:004 and (3) 3-8-001:001, as shown on the attached map labeled Exhibit A-1; Portions of Government lands situated at Hamakua, Hawaii, identified by TMK: (3) 4-4-014:009, (3) 4-4-015:001 and (3) 4-4-015:004, as shown on attached map labeled Exhibit A-2; and Portions of Government lands situated at Lalamilo, South Kohala, Hawaii, identified by TMK: (3) 6-6-001:002, as shown on the attached map labeled Exhibit A-3.

Waiakea, Hilo, Mauna Kea, Kaohe & Mauna Loa Forest & Game Reserves and GLS-5373.

AREA:

20-foot wide path over existing roads consisting of approximately 69.5 miles, more or less, and two campsites of undetermined area on Forest Reserve lands, and approximately 8.5 miles, more or less across State lease lands. The race course will follow along forest reserve, game management area, or ranch roads and trails that have existed on the subject State lands for many years.

ZONING:

State Land Use District: Agriculture and Conservation
County of Hawaii CZO: A-5a (Agriculture, 5 acre minimum) and Conservation

TRUST LAND STATUS:

Section 5(b) lands of the Hawaii Admission Act
DHHL 30% entitlement lands pursuant to the Hawaii State Constitution: NO

CURRENT USE STATUS:

Encumbered by Governor's Proclamation dated January 3, 1923:

TMK (3) 2-4-008:001 - Waiakea Forest Reserve
TMKs (3) 2-4-008:004, and 008 - Upper Waiakea Forest Reserve
TMK (3) 2-6-018:010 - Hilo Forest Reserve
TMK (3) 2-6-018:004 - Hilo Forest Reserve (restricted watershed)

Encumbered by Governor's Executive Order No. 1288:

TMK (3) 3-8-001:001 - Mauna Loa Forest Reserve

Encumbered by Governor's Proclamation dated May 2, 1938:

TMKs (3) 4-4-015:004 & (3) 4-4-014:009 - Mauna Kea Forest Reserve

Encumbered by Governor's Executive Order No. 1398:

TMK (3) 4-4-015:001 - Kaohe Game Reserve

Encumbered by General Lease No. S-5373:

TMK (3) 6-6-001:002 - to Harold F. Rice, Jr. for pasture purposes. Lease to expire on 10/31/2049.

TERM OF RIGHT-OF-ENTRY:

May 14-17, 2017: Four (4) days over Forest Reserve lands (May 14-17) and Two (2) days (May 18-19) over State lease lands. Specific dates are subject to weather and course adjustments, but will be between the dates specified.

Waiakea, Hilo, Mauna Kea, Kaohe & Mauna Loa Forest & Game Reserves and GLS-5373.

CONSIDERATION:

For Forest Reserve areas: \$5/person/day for participants and staff for use of facilities, including camping in the Upper Waiakea and Hilo Forest Reserves, equal to approximately \$3,200.00.

For State lease lands: gratis

CHAPTER 343 - ENVIRONMENTAL ASSESSMENT:

In accordance with the "Exemption List for the Department of Land and Natural Resources, reviewed and concurred upon by the Environmental Council on June 5, 2015," the subject request is exempt from the preparation of an environmental assessment pursuant to Exemption Class 1, No. 51, that states "Permits, licenses, registrations, and rights-of-entry issued by the Department that are routine in nature, involving negligible impacts beyond that previously existing." See attached Exhibit B

DCCA VERIFICATION:

Place of business registration confirmed:	YES
Registered business name confirmed:	YES
Applicant in good standing confirmed:	YES

APPLICANT REQUIREMENTS:

Applicant shall be required to:

- 1) Obtain written concurrence from all users of the subject lands; and
- 2) Strictly adhere to the Rapid Ohia Death safety and mitigation plan as approved by DOFAW; and
- 3) Provide a Certificate of Insurance, naming the State of Hawaii-DLNR as additionally insured, for general liability with coverage limits of at least \$1,000,000 per occurrence/\$2,000,000 aggregate from an insurer with a rating of "A-VIII" or better; and
- 4) For all activities on Forest Reserve and Game Management Area lands:
 - i. Pay for two (2) special duty Division of Conservation and Resource Enforcement (DOCARE) officers to ensure permit conditions are adhered to.
 - ii. Provide ten (10) portable toilets for event participants at all camping sites.
 - iii. Adhere to all conditions of the right-of-entry permit. See attached Exhibit C; and
- 5) Ensure that each race participant executes a Release of Liability in the form of Exhibit E attached prior to the start of the race. Applicant shall transmit the signed release forms to Land Division staff no later than May 14, 2017; and

Waiakea, Hilo, Mauna Kea, Kahohe & Mauna Loa Forest & Game Reserves and GLS-5373.

- 6) For all activities on State lease lands, ensure that all race participants remain within the marked road and trail areas at all times.

REMARKS:

Endurance Events USA (applicant) is organizing the Mauna 2 Mauna Ultra Race to be held on Hawaii Island May 14-20, 2017. The Mauna 2 Mauna (M2M) is a grueling off-road footrace, which will take place over six segments in seven days, covering a total distance of 150 miles.

The M2M Ultra course is scheduled to be run from Hilo to Hapuna Beach predominately over DLNR and private lands. For the 2017 inaugural running of the M2M, the number of race participants will be capped at 78. The intent is for the M2M to be an annual world class event held on Hawaii Island. Planning for future M2M events will be based on the success of this race and feedback from the participants will aid in selection of future courses.

The race is being supported in part by the Hawaii Tourism Authority and the Hawaii Island Visitors Bureau. Consultations with DOFAW indicate that support for this type of an event is positive. The applicant has worked closely with DOFAW to draft a Rapid Ohia Death (ROD) safety and mitigation plan to prevent the spread of the deadly fungus. M2M will provide water, tents and portable toilets for all of the participants and support staff. At each campsite, all participants and support staff will go through ROD sanitation procedures to prevent the spread of ROD. DOFAW requested the Office of Conservation and Coastal Lands (OCCL) to comment on the impact of the race on the conservation districts located in TMKs: (3) 4-4-014:009, (3) 4-4-015:001, (3) 4-4-015:004, but OCCL stated there was insufficient time to review the request as submitted. DOFAW will work with OCCL in an effort to resolve this matter before the date of the Board meeting.

Right-of-Entry:

The M2M event will start in Hilo and traverse through Waiakea Forest Reserve to the DOFAW ATV Park in Upper Waiakea Forest Reserve where the participants will camp for one night on May 14, 2017.

On May 15, participants will run through Upper Waiakea Forest Reserve along Tree Planting Road to Saddle Road, then up the powerline easement along Saddle Road in Hilo Forest Reserve to the Pu'u O'o Saddle House in Upper Waiakea Forest Reserve and camp there that night.

On May 16, participants will continue their run from Saddle House through Upper Waiakea Forest Reserve along Powerline Road to the Mauna Loa Access Road in the Mauna Loa Forest Reserve, and then back down to the Saddle House. The M2M event will camp for a second night at the Saddle House on the night of May 16.

On May 17, participants will be driven to the Kilohana Girl Scout Camp. They will then

Waiakea, Hilo, Mauna Kea, Kaohe & Mauna Loa Forest & Game Reserves and GLS-5373.

run along the old Saddle Road to the Kilohana Hunter Check-In Station. From here they will continue along R1 road through Kaohe Game Management Area to Pu'u La'au in the Mauna Kea Forest Reserve. From Pu'u La'au they will run R1 road to Kanakaleonui and then turn around and run back along the reserve route to the Kilohana Girl Scout Camp, where they will stay overnight on private lands with authorization from the owner of the private lands.

Following arrival of the participants in Waimea, an 8.5 mile section of the race course between Waimea and Spencer Beach Park traverses 8,805 acres of State land encumbered by a pasture lease to Mr. Harold J. Rice, Jr. Mr. Rice has given his written concurrence (refer to Exhibit D) for the race to be run across the pastureland over existing ranch roads or trails. The race is scheduled to cross this section of the course sometime between 8am May 18th and 8pm May 19th. The leased pasture lands have a history of military use, and are part of an ongoing U.S. Army Corps of Engineers project in Waikoloa to remediate for unexploded ordnance (UXO). Due to the possibility of encountering UXO over this section, the course will be marked with pin flags in the ground and streamer flags clipped to the vegetation. The markers will be placed prior to the first competitor by a team of race officials (with direction from Mr. Rice) and removed by another team of race officials following the last participant. To minimize the potential for applicant and the race participants encountering UXO, departure from the existing ranch roads and trails is strictly prohibited. Staff has prepared a Release of Liability form attached as Exhibit E and included an applicant requirement that applicant ensure that each race participant sign the form prior to the start of the race. Additionally, the right-of-entry issued to applicant will include the standard insurance and indemnity provisions to further protect the State against claims arising from race participants' exposure hazards in the environment (see Exhibit C).

Staff is recommending a consideration of \$5 per person per night for use of DOFAW facilities, which is an established rate for all camping that occurs in the Forest Reserve System. Staff is also recommending gratis consideration for use of State pasture lease lands. These recommendations of minimal/gratis rent for the 2017 M2M are because this race is a prototype for future events, which may aid in sustaining the local economy and is being supported in part by the Hawaii Tourism Authority and the Hawaii Island Visitors Bureau. Consideration for future runnings of the M2M will be evaluated at that time and based on course route selection.

Staff has included the Right-of-Entry, attached as Exhibit C, which includes special terms and conditions required by DOFAW in the applicant requirements above.

RECOMMENDATION: That the Board

1. Declare that, after considering the potential effects of the proposed disposition as provided by Chapter 343, HRS, and Chapter 11-200, HAR, this project will probably have minimal or no significant effect on the environment and is therefore exempt from the preparation of an environmental assessment.

Waiakea, Hilo, Mauna Kea, Kaohe & Mauna Loa Forest & Game Reserves and GLS-5373.

2. Authorize the issuance of a right-of-entry permit to Endurance Events USA covering the subject areas under the terms and conditions cited above, which are by this reference incorporated herein and further subject to the following:
 - A. The standard terms and conditions of the most current right-of-entry permit form, as may be amended from time to time; and
 - B. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

Respectfully Submitted,


Candace Martin
Land Agent

APPROVED FOR SUBMITTAL:

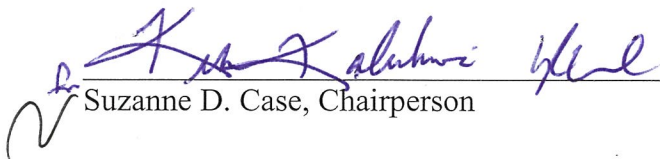
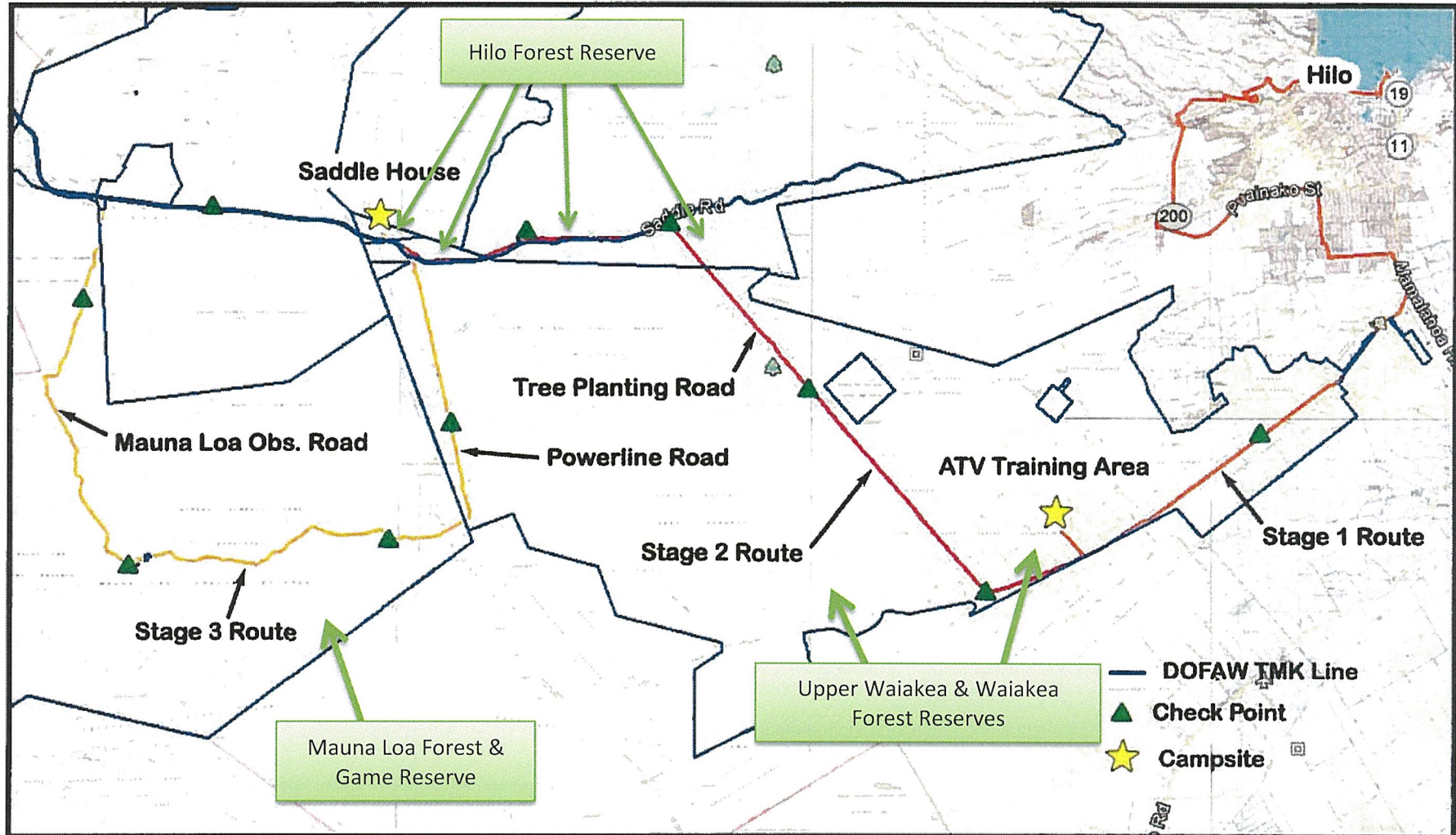

Suzanne D. Case, Chairperson

EXHIBIT A-1

Mauna to Mauna — Stages 1 to 3



Mauna to Mauna Camp Sites at the Upper Waiakea ATV and Dirt Bike Park

Camp site
(ATV Training Area)

Public Parking Area



Stainback Highway

Kulani Prison

0 500 1,000 2,000 Feet



Mauna to Mauna Saddle House Camping Site

Parking Area

Camping Area

Saddle Road

Google earth

600 ft



Mauna to Mauna — Stage 4

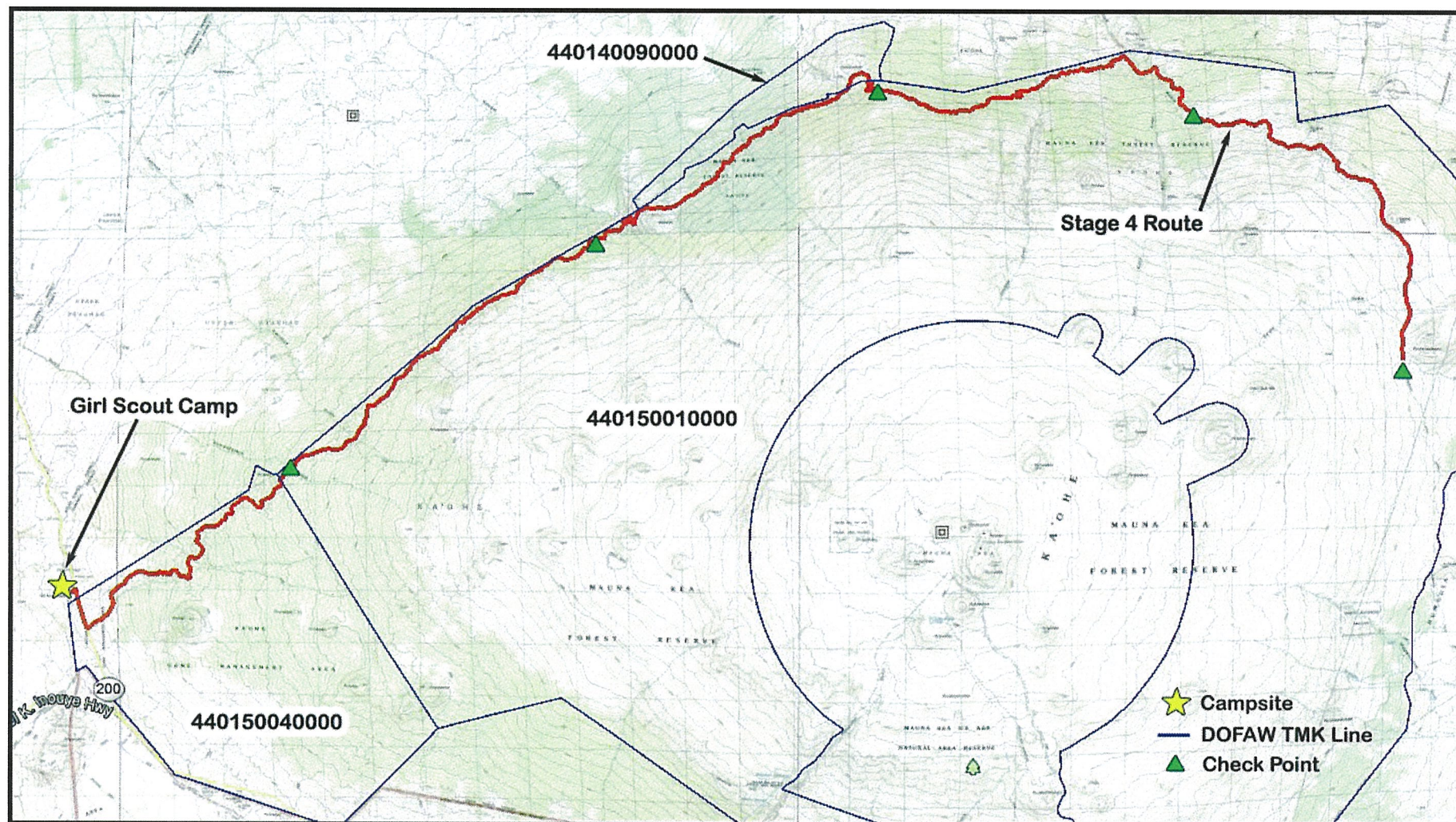
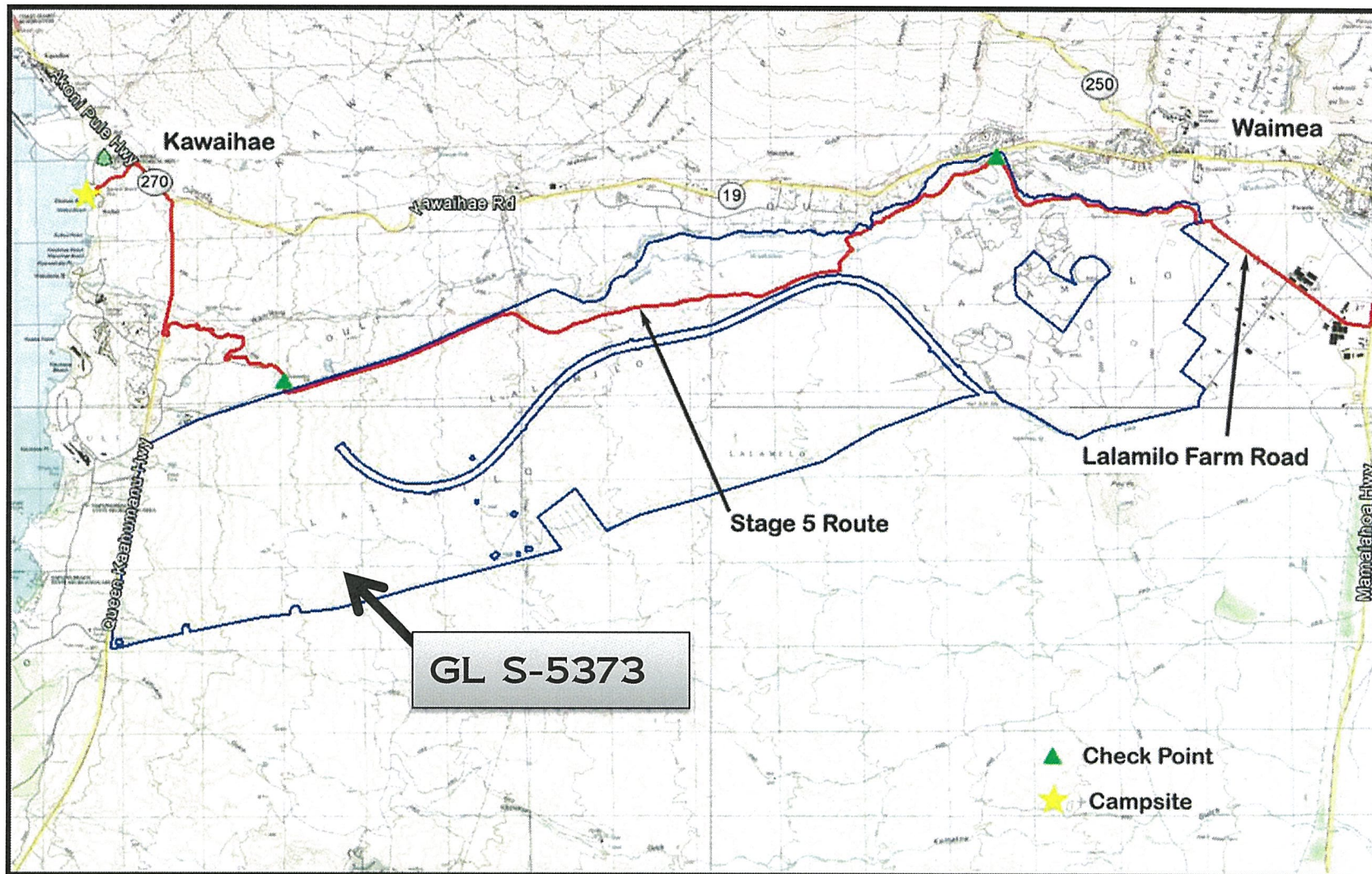


EXHIBIT A-3

Mauna to Mauna — Stage 5 Section 2 (v4)



DAVID Y. IGE
GOVERNOR OF HAWAII

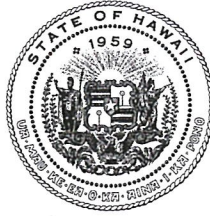


EXHIBIT B

SUZANNE B. CASE
CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES
COMMISSION ON WATER RESOURCE MANAGEMENT

KEKOA KALUHIWA
FIRST DEPUTY

JEFFREY T. PEARSON, P.E.
DEPUTY DIRECTOR - WATER

AQUATIC RESOURCES
BOATING AND OCEAN RECREATION
BUREAU OF CONVEYANCES
COMMISSION ON WATER RESOURCE MANAGEMENT
CONSERVATION AND COASTAL LANDS
CONSERVATION AND RESOURCES ENFORCEMENT
ENGINEERING
FORESTRY AND WILDLIFE
HISTORIC PRESERVATION
KAHOOLAWE ISLAND RESERVE COMMISSION
LAND
STATE PARKS

STATE OF HAWAII DEPARTMENT OF LAND AND NATURAL RESOURCES

POST OFFICE BOX 621
HONOLULU, HAWAII 96809

April 26, 2017

EXEMPTION NOTIFICATION

regarding the preparation of an environmental assessment pursuant to Chapter 343, HRS and Chapter 11-200, HAR

Project Title:	Issuance of Right-of-Entry Permit to Endurance Events USA onto State Lands Encumbered by Governor's Proclamation Dated January 3, 1923, Waiakea Forest Reserve, Upper Waiakea Forest Reserve and Hilo Reserve; Governor's Executive Order No. 1288, Mauna Loa Forest and Game Reserve; Governor's Proclamation Dated May 2, 1938, Mauna Kea Forest Reserve; Executive Order No.1398 Kaohe Game Management Area; and General Lease No. S-5373, Harold F. Rice, Jr., Lessee, for the Purpose of Hosting a Portion of the Mauna 2 Mauna Ultra Marathon Footrace.
Project / Reference No.:	PSF 17HD-045
Project Location:	South Hilo, North Hilo, Hamakua and South Kohala, Hawaii, Tax Map Keys: (3) 2-4-008:001, (3) 2-6-018:010, (3) 2-6-018:004, (3) 2-4-008:008, (3) 2-4-008:004, (3) 3-8-001:001, (3) 4-4-014:009, (3) 4-4-015:001, (3) 4-4-015:004, and (3) 6-6-001:002.
Project Description:	Endurance Events USA is hosting an ultra-marathon footrace to be held May 14 – 20, 2017 beginning in Hilo and ending at Hapuna Beach. The race course traverses the island over the saddle; mostly over private lands and lands under the control of the Division of Forestry and Wildlife. The race course will run through the forest reserves listed above on existing roads and trails. Campsites will be in areas designated by the Division of Forestry and Wildlife where impact to the forest reserve will be minimized. There is an 8.5 mile section that traverses State lands encumbered by General Lease No. S-5373 to Harold F. Rice, Jr. for pasture purposes. The racecourse will pass through the pastureland over existing ranch roads which have been designated by the lessee.
Chap. 343 Trigger(s):	Use of State Land
Exemption Class No.:	In accordance with Hawaii Administrative Rule Sections 11-200-8(a)(1) & (4) and the Exemption List for the Department of Land

and Natural Resources approved by the Environmental Council and dated June 5, 2015, the subject request is exempt from the preparation of an environmental assessment pursuant to Exemption Class No. 1, Item No. 51 "Permits, licenses, registrations, and rights-of-entry issued by the Department that are routine in nature, involving negligible impacts beyond that previously existing."

Authorization:

The Board, at its meeting of September 25, 2015, under agenda item D-17, delegated authority to the Chairperson to declare exempt those actions that are included in the Department-wide exemption list.

Consulted Parties:

State of Hawaii:

Department of Hawaiian Homelands

DLNR – Forestry and Wildlife

OCCL – Conservation and Coastal Lands

County of Hawaii:

Parks and Recreation Division

Public Works Division

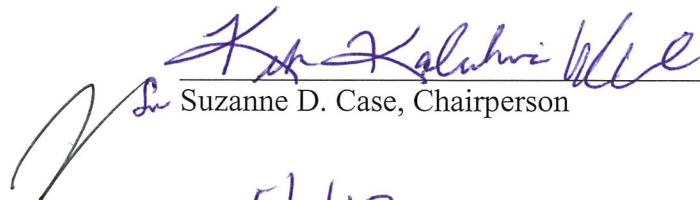
Fire Department

Hawaii Tourism Authority

Hawaii Island Visitors Bureau

Recommendation:

That the Chairperson find this project will probably have minimal or no significant effect on the environment and is presumed to be exempt from the preparation of an environmental assessment.


Suzanne D. Case, Chairperson

5/1/17
Date



**STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES**

POST OFFICE BOX 621
HONOLULU, HAWAII 96809

May 12, 2017

SUZANNE D. CASE
CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES
COMMISSION ON WATER RESOURCE MANAGEMENT

KEKOA KALUHIWA
FIRST DEPUTY

JEFFREY T. PEARSON, P.E.
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HISTORIC PRESERVATION
KAHOOLAWE ISLAND RESERVE COMMISSION
LAND
STATE PARKS

Colin and Maria Geddes
Endurance Events USA
2 Chapman Square
London, UK SW19 5QQ

17HD-045
LD-CMM

Dear Colin and Maria Geddes:

Subject: Issuance of Right-of-Entry Permit to Endurance Events USA onto State Lands Encumbered by Governor's Proclamation Dated January 3, 1923, Waiakea Forest Reserve, Upper Waiakea Forest Reserve and Hilo Reserve; Governor's Executive Order No. 1288, Mauna Loa Forest and Game Reserve; Governor's Proclamation Dated May 2, 1938, Mauna Kea Forest Reserve; Governor's Executive Order No.1398, Kaohe Game Management Area; and General Lease No. S-5373, Harold F. Rice, Jr., Lessee, for the Purpose of Hosting a Portion of the Mauna 2 Mauna Ultra Marathon Footrace, South Hilo, North Hilo, Hamakua and South Kohala, Hawaii, Tax Map Keys: (3) 2-4-008:001, (3) 2-6-018:010, (3) 2-6-018:004, (3) 2-4-008:008, (3) 2-4-008:004, (3) 3-8-001:001, (3) 4-4-014:009, (3) 4-4-015:001, (3) 4-4-015:004, and (3) 6-6-001:002.

At its meeting of May 12, 2017, the Board of Land and Natural Resources approved the subject request for a right-of-entry covering the above-referenced lands. The purpose of the right-of-entry is to conduct an Ultra Marathon footrace over existing roads located on Forest Reserve Lands, Game Management Areas and lands under lease for pasture purposes to Mr. Harold F. Rice, Jr. The race course will cover approximately 69.5 miles of roads over State land and will be limited to 20 feet wide.

Two campsite areas, ATV Park & Saddle House, have been approved for the nights of May 14-16, 2017. DOCARE officers must be hired to monitor compliance with the terms of this right-of-entry while the race participants and staff are within the Forest Reserve/Camping areas.

Pursuant to the above, the State of Hawaii hereby grants Endurance Events USA, its consultants and/or persons acting for or on its behalf, a right-of-entry onto portions of the Government lands situated in South Hilo, North Hilo, Hamakua and South Kohala, Hawaii, Tax Map Keys: (3) 2-4-008:001, (3) 2-6-018:010, (3) 2-6-018:004, (3) 2-4-008:008, (3) 2-4-008:004, (3) 3-8-001:001, (3) 4-4-014:009, (3) 4-4-015:001, (3) 4-4-015:004, and (3) 6-6-001:002 as

identified on the attached maps labeled Exhibit A-1, A-2 & A-3 subject to the following terms and conditions:

1. This right-of-entry shall be effective from 05/14/2017 to 05/19/2017.
2. Fees for use of facilitates, including camping in the Waiakea and Mauna Loa Forest Reserves will be charged at a rate of \$5/person/day for participants and staff.
3. All staff and participants shall remain within the designated 20 foot wide path along existing roadways and within the designated camping areas as approved by DLNR.
4. Endurance Events USA, its consultants, contractors and/or persons acting for or on its behalf, shall obtain the appropriate permits, if any are required, for the event from applicable government agencies.
5. Endurance Events USA shall be responsible for cleaning the area to its original condition by removing all trash and debris upon completion of the Permit. Division of Forestry and Wildlife and Endurance Events USA will inspect the area together to evaluate the clean up.
6. At all times herein, Endurance Events USA, its consultants, contractors and/or persons acting for or on its behalf shall keep the Right-of-Entry area or premises in a strictly clean, sanitary and orderly condition. All tents and equipment shall be removed from the premises immediately. All rubbish and waste products shall be removed from the premises and disposed of properly.
7. No alcohol/ drugs will be served or permitted in the Right-of-Entry area or premises.
8. Motor vehicles shall be used only on established roadways.
9. Portions of the race course traverse areas that have been identified as potential sites containing Unexploded Ordnance. Endurance Events USA assumes all liability arising from race participants' and staff's exposure to this hazard.
10. Endurance Events USA will meet with Division of Forestry and Wildlife for a critique after the event.
11. Endurance Events USA shall provide 10 (ten) portable toilets at all campsites for participants and staff.
12. The removal, injury, killing, or any unnecessary disturbance of native flora and fauna is prohibited.
13. Endurance Events USA, its consultants, contractors and/or persons acting for or on its behalf shall supply to Land Division, Hawaii District and Division of Forestry and

Wildlife, Hawaii Branch a name and local telephone number of the contact person who can be reached at any time around the clock for the duration of the Right-of-Entry.

14. Endurance Events USA, its consultants, contractors and/or persons acting for or on its behalf in the exercise of this Right-of-Entry shall use appropriate precautions and measures to minimize inconveniences to surrounding residents, landowners, and the public in general.
15. In the event any unanticipated sites, historic properties, burial sites as defined in section 6E-2, Hawaii Revised Statutes, or remains such as bone or charcoal deposits, rock or coral alignments, pavings or walls are encountered, Endurance Events USA, its consultants, contractors and/or persons acting for or on its behalf in the exercise of this Right-of Entry shall stop work and contact the State Historic Preservation Division in Kapolei at (808) 692-8015 immediately.
16. Endurance Events USA, its consultants, contractors and/or persons acting for or on its behalf, in the exercise of the rights granted herein, shall comply with all the requirements of the federal, state, and Endurance Events USA authorities and shall observe all ordinances and state and federal laws, rules and regulations, now in force or which may hereinafter be in force.
17. Endurance Events USA, its consultants, contractors and/or persons acting for or on its behalf shall comply with all applicable federal, state and environmental impact regulations, including but not limited to Chapter 343, Hawaii Revised Statutes, as amended, and regulations governing historic preservation.
18. Endurance Events USA, its consultants, contractors and/or persons acting for or on its behalf shall maintain and employ debris, pollution and contamination control measures, safeguards and techniques to prevent debris, pollution or contamination to the ocean waters, streams or waterways resulting from the use, maintenance, repair and operation of the Right-of Entry area or premises by Endurance Events USA, its consultants, contractors and/or persons acting for or on its behalf, and shall take immediate corrective action in the event of such pollution or contamination to immediately remove the cause of such pollution or contamination, and shall immediately clean the Right-of Entry area or premises and its surrounding waters of such pollutant or contaminant and restore to the State of Hawaii, Department of Land and Natural Resources satisfaction the areas affected by such pollution or contamination, all at the cost and expense of Endurance Events USA, its consultants, contractors and/or persons acting for or on its behalf.
19. No open fire or burning of any kind shall be permitted on the Right-of Entry area.
20. Endurance Events USA shall procure at its own expense, and maintain during the entire period of this right-of-entry, from an insurance company or companies licensed

or authorized to do business in the State of Hawaii with an AM Best rating of not less than "A-VIII" or other comparable and equivalent industry rating, a policy or policies of comprehensive public liability insurance or its equivalent, in an amount of at least \$1,000,000 for each occurrence and \$2,000,000 aggregate, and with coverage terms acceptable to the Chairperson of the Board. The policy or policies of insurance shall name the State of Hawaii as an additional insured and a copy shall be filed with the State of Hawaii, Department of Land and Natural Resources. The insurance shall cover the entire premises, including all buildings, improvements, and grounds and all roadways or sidewalks on or adjacent to the premises in the use or control of Endurance Events USA. Endurance Events USA shall furnish the Department with a certificate(s) showing the policy(s) to be initially in force, keep certificate(s) on deposit during the entire period and furnish a like certificate(s) upon each renewal of the policy(s). This insurance shall not be cancelled, limited to scope of coverage, or nonrenewed until written notice has been given to the Department. The Department shall retain the right at any time to review the coverage, form, and amount of the insurance required. If, in the opinion of the Department, the insurance provisions in this right-of-entry do not provide adequate protection for the Department, the Department may require Endurance Events USA to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. The Department's requirements shall be reasonable but be designed to assure protection for and against the kind and extent of the risks which exist at the time a change in insurance is required. The Department shall notify Endurance Events USA in writing of changes in the insurance requirements and Endurance Events USA shall deposit copies of acceptable insurance policy(s) or certificate(s) thereof, with the Department incorporating the changes within receipt of the notice. The procuring of the required policy(s) of insurance shall not be construed to limit Endurance Events USA's liability under this right-of-entry nor to release or relieve Endurance Events USA of the indemnification provisions and requirements of this right-of-entry. Notwithstanding the policy(s) of insurance, Endurance Events USA shall be obligated for the full and total amount of any damage, injury, or loss caused by Endurance Events USA's negligence or neglect connected with this right-of-entry.

21. Endurance Events USA shall indemnify, defend, and hold the State of Hawaii, Department of Land and Natural Resources harmless from and against any claim or demand for loss, liability, or damage, including claims for bodily injury, wrongful death, or property damage, arising out of or resulting from: (1) any act or omission on the part of Endurance Events USA relating to Endurance Events USA use, occupancy, maintenance, or enjoyment of the right-of-entry area or premises; (2) any failure on the part of Endurance Events USA to maintain the right-of-entry area or premises and areas adjacent thereto in Endurance Events USA use and control, and including any accident, fire or nuisance, growing out of or caused by any failure on the part of Endurance Events USA to maintain the area or premises in a safe condition; and (3) from and against all actions, suits, damages, and claims by whomsoever brought or made by reason of Endurance Events USA non-observance or non-performance of any of the terms, covenants, and conditions of this right-of-

entry or the rules, regulations, ordinances, and laws of the federal, state, municipal or county governments.

22. Endurance Events USA shall not cause or permit the escape, disposal or release of any hazardous materials except as permitted by law. Endurance Events USA shall not allow the storage or use of such materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such materials, nor allow to be brought onto the right-of-entry area or premises any such materials except to use in the ordinary course of Endurance Events USA business, and then only after written notice is given to the State of Hawaii, Department of Land and Natural Resources of the identity of such materials and upon the Department's consent which consent may be withheld at the Department's sole and absolute discretion. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials by Endurance Events USA, then the Endurance Events USA shall be responsible for the cost thereof. In addition, Endurance Events USA shall execute affidavits, representations and the like from time to time at the Department's request concerning Endurance Events USA best knowledge and belief regarding the presence of hazardous materials on the right-of-entry area or premises placed or released by Endurance Events USA).

Endurance Events USA agree to indemnify, defend and hold the State of Hawaii, Department of Land and Natural Resources harmless, from any damages and claims resulting from the release of hazardous materials on the right-of-entry area or premises occurring while Endurance Events USA is/are in possession, or elsewhere if caused by Endurance Events USA. These covenants shall survive the expiration or earlier termination of this right-of-entry.

23. For purposes of this right-of-entry, "hazardous material" shall mean any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, or any other federal, state, or local environmental law, regulation, ordinance, rule, or by-law, whether existing as of the date hereof, previously enforced, or subsequently enacted.
24. All disputes or questions arising under this right-of-entry shall be referred to the Chairperson of the Board of Land and Natural Resources for a determination and resolution of the dispute or question. The Chairperson's decision shall be final and binding on the parties herein.
25. This right-of-entry is revocable and terminable at anytime for any reason in the sole and absolute discretion of the Chairperson, Hawaii District Land Agent or Hawaii Branch Manager.

26. This right-of-entry or any rights hereunder shall not be sold, assigned, conveyed, leased, let, mortgaged or otherwise transferred or disposed.
27. The Department of Land and Natural Resources reserves the right to impose additional, but responsible terms and conditions as it deems necessary while this right-of-entry is in force.
28. Wash stations/ Boot brush stations will be used/incorporated including education (Rapid Ohia Death) to all involved in the race to ensure equipment/ participants/ staff don't transfer any invasive species throughout the entirety of the race.
29. Permit may be terminated by DLNR for non-compliance with permit terms and provisions at any time.
30. Race will be terminated or cancelled if emergency conditions reach warning or evacuation status.
31. Camping shall be restricted to designated locations.
32. A \$200.00 cash deposit fee will be collected for each key issued.
33. (2) DOCARE officers will be required to monitor the race and camping (ATV park and Saddle House), May 14-17 at the expense of Endurance Events USA.

Any questions regarding this permit should be directed to the Division of Forestry and Wildlife, Hawaii Branch or the Hawaii District Land Office.

Sincerely,

Suzanne D. Case
Chairperson

ACCEPTED:

Collin Geddes
Endurance Events USA/Mauna to Mauna Ultra

Dated: _____

cc: DOCARE

EXHIBIT D

April 9, 2017

Harold F. Rice, Jr, Lessee
DBA FR Cattle Co

Kamuela, HI 96743-0098

State of Hawaii
Division of Land and Natural Resources
1151 Punchbowl St. Room 325
Honolulu, HI 96813

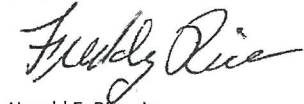
Re: Letter of Concurrence; TMK 6-6-001-002 for Mauna to Mauna Ultra, May 18 & 19, 2017

Aloha,

The proposed event, Mauna to Mauna Ultra, has my approval to use TMK 6-6-001-002 for 80 participants to cross on foot from May 18, 2017 to May 19, 2017. Participants will follow existing ranch roads which will be marked with pin flags in the ground and streamer flags clipped to the vegetation. These markers will be placed by a team of race officials before the first competitor and removed by another team of race officials following the last participant.

I approve the issuing of a Right of Entry permit for this activity.

Mahalo,



Harold F. Rice, Jr

2017 APR 10 P 2:42
CLERK
LAW ENFORCE
HI 96813

EXHIBIT E

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 engage in the following activity or activities on State of Hawaii property on the Island of Hawaii: Mauna 2 Mauna Ultra Marathon Footrace scheduled to begin May 14, 2017. I agree and acknowledge that my SAFETY is at risk 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 above-described activity or activities including but not limited to risk of possible injury or death as a result of overexertion and environmental conditions, including, without limitation, **UNEXPLODED ORDNANCE (UXO)** on State lands along the race course.

Knowing that the above-described activities 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 above-described activity or activities. I voluntarily ASSUME THE RISK OF INJURY OR LOSS created by conditions of the land. With full knowledge of the hazards, I RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS the State of Hawaii, and any and all of its 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 listed 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 any and all of its 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 my activity or activities described above.

I have read the above waiver and hereby release the State of Hawaii, its officers, employees, agents, and assigns from any and all liability that may result from my above-described activity or activities.

Signature: _____ Date: _____

Printed Name: _____