

WAIVER AND RELEASE

THIS IS A LEGALLY BINDING AGREEMENT. READ IT CAREFULLY BEFORE YOU SIGN IT. DO NOT SIGN IF YOU DO NOT AGREE TO BE BOUND BY ITS TERMS.

"Property" (TMK):	Honolua Bay TMK: 4-2-004-032-0000 (see Exhibit B)
From, date and time: To, date and time:	Primary date July 14, 2018; 7:00 a.m. to 5:00 p.m. Holding the Maui SUP Cup Stand Up M2M Paddle Board Race
For Purpose(s) of:	Race

In consideration of MAUI LAND & PINEAPPLE COMPANY, INC.. ("Owner") permitting me to go onto Property for the purposes identified above, I agree that:

1. I am aware that Owner's Property may contain natural and man-made conditions that may be dangerous or hazardous, and that Owner has not promised or undertaken to make Owner's Property safe for me to enter or use. I assume all risk that I may suffer damage to or loss of my property, injury, or death as a result of those conditions. I further agree that in the event any of those conditions result in damage to or loss of my property, injury or death, I will not sue or otherwise make any claim for damage, loss, injury or death against Owner or Owner's officers, employees, agents, insurers, directors, shareholders, affiliates, or subsidiaries.
2. I waive, release and forever discharge any and all claims against Owner and Owner's officers, employees, agents, insurers, directors, shareholders, affiliates, and subsidiaries for loss or damage of any kind, including claims for property damage, personal injury, and wrongful death, that may arise while I am on Owner's Property or in connection, directly or indirectly, with my going onto Owner's Property. I agree that this Waiver and Release shall be construed to waive and release any claims which may arise to the broadest and fullest extent permitted by law, and that this Waiver and Release shall be binding on my successors, heirs and assigns.
3. I agree to indemnify, defend and hold Owner and Owner's officers, employees, agents, insurers, directors, shareholders, affiliates, and subsidiaries harmless from and against any and all claims, demands, losses, liability, or costs (including attorney's fees and costs), that arise while I am on Owner's Property or in connection, directly or indirectly, with my going onto Owner's Property.
4. I acknowledge that Owner is permitting me to go onto Owner's Property only on the date(s) specified above and only for the purpose listed above. While I am on Owner's Property, I will not damage or take any trees or other property. When I leave, I will not leave trash or anything else behind. I agree to comply with any rules that Owner has regarding the use of Owner's Property.

I HAVE READ THIS WAIVER AND RELEASE AND BY SIGNING BELOW I AGREE TO BE BOUND BY ITS TERMS.

Name (Print): _____ Signature: _____

Date: _____

Signature of Parent or Legal Guardian if Under 18 years Old: _____

Name of Parent or Legal Guardian (Print): _____