HOLD HARMLESS AGREEMENT FOR RELEASE OF LIABILITY
FOR SERVING OUTSIDE FOOD

SIGNATURE REQUIRED PRIOR TO CONSIDERING REQUEST

The Undersigned hereby requests that Hilton Waikoloa Village ("Hotel") prepare and/or serve or allow the Undersigned to serve the following food items prepared by the Undersigned or the Undersigned's outside vendor for the Taste of the Hawaiian Range, Inc. on Friday, October 9, 2015.

List Food Items to be Brought In (Attach Additional Page if Necessary):

The Undersigned understands that food items may contain bacteria or other harmful substances that cannot be detected by Hilton.

Accordingly, the Undersigned agrees that in consideration of Hilton's preparation and/or service of food items provided by the Undersigned that:

(1) The Undersigned assumes all risk of personal injury, illness or death arising out of or resulting from Hilton's preparation and/or service of and the Undersigned's consumption of food items provided by the Undersigned;

(2) The Undersigned releases, waives and discharges Hilton and its owners, subsidiaries and affiliated entities (including Hilton Worldwide Inc.) and their respective owners, directors, officers, partners, employees, and agents (hereafter referred to collectively as the "Releasees") from any and all claims, liabilities, damages, losses, or other expenses of any nature whatsoever for any personal injury, illness, or death (collectively, "claims") arising out of or resulting from the preparation, service, or consumption of the food items provided by the Undersigned. This indemnity obligation shall also include reasonable attorneys’ fees, investigation costs, and other costs and expenses incurred by Releasees with respect to any claims made against Releasees;

(3) The Undersigned agrees to indemnify and hold the Releasees harmless from any claims released under Paragraph (2) above or incurred by the Releasees in defending against any claims or liabilities released under Paragraph (2) above; and,

(4) The Undersigned agrees that this Release Agreement will be binding on the Undersigned and the Undersigned’s executors, administrators, personal representatives, heirs and minor children.

It is understood and agreed that this Hold Harmless Agreement/Release shall not be construed as an admission of liability, and that any such admission is hereby expressly denied.

The Undersigned further states that the Undersigned has carefully read the foregoing Hold Harmless Agreement/Release, understands the contents thereof, and voluntarily signs the same.

PLEASE READ CAREFULLY BEFORE SIGNING. THIS DOCUMENT IS A BINDING CONTRACT TO RELEASE AND WAIVE LEGAL CLAIMS.

BY: ___________________________ DATE: ___________________________

Name: ___________________________ (Please Print)

Title: ___________________________