

Taste of the Hawaiian Range, Inc.
ASSUMPTION OF RISK, RELEASE AND INDEMNIFICATION AGREEMENT

In consideration of the permission granted to _____,
(Participant) whose mailing address is _____,

(hereinafter referred to as "Releasor") by **Taste of the Hawaiian Range, Inc.**, a 501(c)3 IRS-approved public charity, whose mailing address is c/o University of Hawaii, 875 Komohana Street, Hilo, HI 96720, and the **Hilton Waikoloa Village**, a Global Resort Partners Hotel Corporation, whose mailing address is 425 Waikoloa Beach Drive, Waikoloa, HI 96738 (hereinafter individually and collectively referred to as "Releasee" or "Releasees"), allowing Releasor to participate as a volunteer, chef or participant in the ***Taste of the Hawaiian Range event scheduled for September 9, 2016, at the Hilton Waikoloa Village property*** (hereinafter referred to as "the Event"), Releasor hereby agrees to the following:

1. I have read and understand any and all written materials setting forth the requirements for Releasor's participation in the Event and agree on behalf of myself and/or Releasor to strictly observe and abide by them.
2. In recognition of the inherent dangers and hazards associated with Releasor's participation in the Event and during transportation to and from the Event, Releasor voluntarily agree to assume full responsibility for any loss, property damage, personal injury, including death, that may be sustained as a result of Releasor's participation, in the Event, entry onto the Hilton Waikoloa Village property, and any activities connected with the Event.
3. On behalf of Releasor and Releasor's heirs, personal representatives, partners, agents, principals, successors and assigns, Releasor hereby release, waives, discharges, and holds harmless Releasees, their respective agents, employees, officers, directors and members from and against any and all claims, actions, proceedings, lawsuits, damages, costs and expenses arising out of, related to or connected with property, damage, personal injury, or even death, sustained by Releasor as a result of Releasor's participation in the Event.
4. Releasor hereby agrees to hold harmless, defend and indemnify Releasees, their respective agents, employees, officers, directors and members from and against any and all claims, demands, actions, causes of action, lawsuits, damages, costs and expense, on account of property damage, personal injury or death sustained or incurred by third parties and which is caused by or which results from Releasor's participation or activities in the Event, including claims that Releasee was jointly and severally liable or negligent by reason of the Releasees' sponsorship of the Event or control over the premises where the event is conducted.

On behalf of Releasor, I confirm that I have read this Assumption of Risk, Release and Indemnification Agreement and understand that Releasor is giving up and relinquishing substantial rights, including the right to sue. I acknowledge that I am signing this Agreement freely and voluntarily. In the event any part or portion of this Agreement is held invalid, the remaining portions of the Agreement shall continue in full force and effect.

Dated: _____

By: _____ (Releasor Signature)

By: _____ (Releasor Printed Name)

(Print name and capacity of person signing below signature line. If signing on behalf of an entity, indicate legal name of the entity and the signator's representative capacity. If Releasor is a minor, parent or legal guardian must sign on behalf of minor and indicate representative capacity.)