



# MAUI OHANA OUTFITTERS LLC

## Assumption of Risk, Waiver of Liability & Indemnification Agreement

In consideration of MAUI OHANA OUTFITTERS LLC furnishing services and/or equipment to enable me to participate in hunting activities and any or all other related and/or secondary activities (hereinafter collectively the "recreational activities"), I, the undersigned, represent, covenant and agree on my own behalf, and for any minors in my care, as follows:

**ASSUMPTION OF RISK AND VOLUNTARY ACKNOWLEDGEMENT OF INHERENT RISKS ASSOCIATED WITH THE ACTIVITIES.** By signing below, I acknowledge that I know, understand, and appreciate the inherent risks associated with participation in the recreational activities in which I, and any minors in my care, engage, and participate in with MAUI OHANA OUTFITTERS LLC and hereby assume all inherent risks, both known and unknown. Such inherent risks include, but are not limited to, bodily injury (including death, permanent disability, disfigurement, blindness, brain injury, and loss of limb); dangers associated with being in the presence of animals; the unpredictability of an individuals or animals reaction to such things as sounds, sudden movement, unfamiliar objects, places, persons or other animals; mechanical failure of vehicles or equipment; changing weather conditions; acts of nature; variation and steepness in terrain; collision with exposed or hidden natural or man-made objects; collision with other hunters; risks of handling firearms and being near others that have firearms in their possession and participating in an activity that involves the firing of a firearm; misfires; explosions; fire; falls from height; blunt trauma; negligent behavior by other parties; and conditions of the land on which the recreational activities occur. All members of my group, including myself, are participating in the recreational activities at our own known, voluntary risk.

**WAIVER AND HOLD HARMLESS.** I, and any minors in my care, voluntarily release and hold harmless MAUI OHANA OUTFITTERS LLC, its members, officers, employees, affiliates, contractors, partners, invitees and agents (hereinafter collectively "Releasee") from loss or damage to property or injury to ourselves or others as a result of or arising in any way from our participation in recreational activities, including waiver of any implied warranties or negligence on the part of Releasee. This release does not apply to any gross negligence or intentional conduct by Releasee.

**INDEMNIFICATION.** I, and any minors in my care, agree to indemnify, defend, save and hold harmless Releasee of and from any and all liability claims, demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorney's fees for the defense thereof, arising out of or in any manner connected with our participation in recreational activities.

**NO RELIANCE.** I understand and agree that I, and any minors in my care, did not rely on Releasee for the selection of any equipment or training related to the recreational activities, or supervision of others participating in the same recreational activities.

**THIS IS A BINDING CONTRACT THAT IS IN EFFECT NOW AND SHALL REMAIN IN EFFECT IN THE FUTURE.** I, the undersigned, expressly agree that this document is a binding waiver, pursuant to which I, and any minors in my care, freely gives up certain rights and makes certain binding promises. This waiver shall continue at full force and effect at all times and shall be binding on my heirs, executors, personal representatives, administrators, estate, spouse, marital estate, and assigns. In case any one or more of the provisions contained in this waiver shall be held void or unenforceable for any reason, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

**I have carefully read and understand the foregoing and execute it voluntarily.**

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**Signature**

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**Date**

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**Print Name**

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**Hunting License #**

Information relating to minors in the hunting party:

Name	Date of Birth	Hunting License #	Relation

Get your Hawaii hunting license and/or Hawaii Exemption Number (required for non-residents) at:

<https://hunting.ehawaii.gov/hunting/license.html>