

WAIVER FORM

INHERENT RISKS ASSOCIATED WITH OUT DOOR NATURE ACTIVITIES

Aloha, we at Sandy Cheeks Tours, LLC welcome you as a participant in our cultural and adventurous tour of and an entirely undeveloped, secluded and distinct area of Maui. Sandy Cheeks Tours, LLC takes customers on various hikes and tours (collectively referred to as "outdoor Nature Activities"). These Outdoor Nature activities have many inherent dangers and risks. If you elect to go on the tour, you may be subjected to hazardous conditions. These circumstances may be man-made or natural. Hazardous situations may arise from encounters with, by way of example: slipping and falling and/or stumbling on loose, uneven or steep terrain; having vehicular accidents in off-road driving or highway driving, getting hit by falling branches, boulders or other falling objects; drowning in the ocean; encounters with livestock, domesticated animals, or wild animals, and nausea, suffering headaches, faintness, or other illnesses from hiking. These risks can lead to severe injury or illness and even loss of life. Sandy Cheeks Tours will permit you to participate in the tour only if you choose to participate. Prior to reaching your assessment, we ask you to evaluate your own physical condition and to be aware of the various situations you may confront on the tour. In addition, these "Outdoor Nature Activities" are operated in an area that is remote from adequate medical support and in areas where communication service is limited or unavailable.

_____ (Initial here)

THE PARTICIPANT REPRESENTS THAT THEY HE/SHE IS PHYSICALLY ABLE TO PARTICIPATE IN THE OUTDOOR NATURE ACTIVITIES.

The undersigned participant represents that he/she: (1) is in good physical health, (2) has no known medical or physical conditions that would impair his/her ability to safely participate in the Outdoor Nature Activities.

_____ (Initial here)

RELEASE OF LIABILITIES, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:

1. Agree to waive and release Sandy Cheeks Tours, LLC and its owners, officers, directors, employees, representatives, agents, volunteers, contractors, or any landowner (collectively, the "Released Parties"), from any causes of actions or claims I or my relatives, estate heirs, executors or assigns may obtain and from any and all liability or responsibility of losses, costs, damages, and expenses (including attorney's fees and costs) I or my relatives, heirs, executors, assigns, or estate may suffer, or incur, as a result of injury, property damage or wrongful death sustained by me or any other person as a result of partaking in any of the Outdoor Nature Activities. _____ (Initial Here)

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2. I further agree to indemnify, defend and hold the Release Parties harmless from and against any claim or cause of action I or my relatives, heirs, executors, assigns may obtain in connection with any injury, property damage, or wrongful death sustained by me as a result of participating in any Outdoor Nature Activities. _____ (Initial Here)
3. In exchange for allowing me to participate in any of the tours offered by Sandy Cheeks, LLC including but not limited to the "Road to Hana Tour" (which includes hiking, voluntary swimming, waterfalls, local foods and beverages) in an undeveloped area, I acknowledge that Sandy Cheeks Tours, LLC has completely informed me of the risks and dangers associated with these Outdoor Nature Activities. In the event that I leave the tour group, for any reason which results with damage to personal property or personal injury I further agree to indemnify, defend and hold the Released Parties harmless from and against any claim. I also understand that I am giving up the right to bring a lawsuit against Sandy Cheeks Tours, LLC for any damages and/or injuries that may result from my participation with the tour. _____ (Initial Here)

ACKNOWLEDGEMENT OF INHERENT RISKS AND AGREEMENT TO PARTICPATE

Despite the inherent risks, dangers and hazards associated with Outdoor Nature Activities, I wish to participate in the tour activity. I freely accept and expressly assume all inherent dangers, risks, and hazards that may result from the activities and I agree to the aforementioned terms of this agreement. I am at least 18 years of age and I understand and concur with this agreement or, that I am the parent or legal guardian of the participant, that I am signing on behalf of the participant and that I understand and concur with this agreement. This agreement shall be binding on me and my heirs and personal representatives and shall not affect the remainder of this agreement.

Signature	Date	Print Name
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*If you are the parent or guardian for a child under the age of 18 years of age, please complete the section below:

Signature	Date	Print Name
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