

ACKNOWLEDGMENT OF RISK, RELEASE AND INDEMNITY

(WAIVER)

WAIPI'O—LEGENDS & LORE LLC (the "Company") requests each Customer to review this document and the attached addendum(s) carefully and sign below before participating in any tour or activity provided by the Company. The Company's tours are conducted on property owned by certain third-party landowners ("Landowners") using vehicles owned by the Company. By signing below, Customer acknowledges and understands the following:

- The tours include transportation in Company vans or other vehicles on public and private roads.
- The tours will also be conducted on unpaved roads in mountainous terrain.
- The tours will include visits to areas that pose special risks that are inherently dangerous including, but not limited to: (i) Overlooks and other areas close to cliffs and sheer drops; (ii) A natural pool below a waterfall where swimming is permitted. The pool is not deep but the bottom is slippery. The access to the pool crosses a small footbridge with a rope handrail. The steps to the pool and waterfall are natural and irregular.
- Outdoor activities, including four wheel drive and ATV tours, are inherently dangerous.
- Caution must be exercised at all times while participating in tours and activities to avoid personal injury or property damage.
- The Company reserves the right to cancel or reschedule any tour or other activity due to inclement weather or other circumstances that may endanger the Customer or other participants.

In consideration of the Customer's use of the Company's vehicles, and the Company's and Landowner's other property and facilities, Customer hereby agrees to release and discharge the Company and Landowners, on behalf of Customer, Customer's child or children, and their heirs, assigns, personal representative and estate, as follows:

1. Customer understands and acknowledges that his or her participation in tours or other activities bears known risks and unanticipated risks which could result in injury, illness, disease, emotional distress, or damage to Customer, to property or to third parties.
2. Customer expressly agrees and promises to accept and assume all of the risks existing in his or her participation in tours or other activities. Customer's participation in tours or other activities is purely voluntary, no one is forcing Customer to participate in such tours or other activities, and Customer elects to participate in tours or other activities in spite of knowledge and disclosure of the known or unknown risks.
3. In consideration of the Company and Landowners allowing Customer to participate in tours or other activities, Customer hereby voluntarily releases, forever discharges, and agrees to hold harmless, indemnify and defend the Company and the Landowners, and their principals, agents, and employees, from any and all liability, claims, demands, actions or rights of action, including attorneys fees associated with such claims, which are related to, arise out of, or are in any way connected with the Customer's participation in tours or other activities, except those attributable to the intentional acts or omissions of the Company, the Landowners or their agents.
4. In the event that Customer is injured, Customer shall have an affirmative duty to notify the Company, or its authorized agent, of such injury within a reasonable period of time after said injury. Customer certifies that Customer has adequate insurance to cover any injury or damage Customer may cause or suffer while participating in a tour or activity, or will bear the costs of such injury or damage him- or herself. Customer further certifies that Customer has no medical or physical condition that would jeopardize Customer's safety during the tour or activity, or will assume and bear the costs of all risks that may be created, directly or indirectly, by such condition.
5. This agreement to release and indemnify shall be binding upon the heirs, personal representatives, successors and assigns of Customer.
6. The Company shall not be liable to Customer for consequential or incidental damages arising from the cancellation or rescheduling of a tour or other activity due to inclement weather or other circumstances beyond the control of the Company.

My signature below indicates that I have had sufficient opportunity to read this entire document, that I have in fact read it, and that I understand it affects my legal rights; I agree to be bound by its terms. BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE, FOR MYSELF AND ALL PERSONS IN MY PARTY, THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED WHILE PARTICIPATING IN A TOUR OR OTHER ACTIVITY OF THE COMPANY, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST THE COMPANY, THE LANDOWNERS, THEIR PRINCIPALS, AGENTS, OFFICERS, EMPLOYEES, OR ANY OTHER PERSON OR ENTITY ACTING IN ANY CAPACITY ON BEHALF OF THE COMPANY OR LANDOWNERS UNLESS THEY OR ANY OF THEM INTENTIONALLY CAUSED SUCH INJURY OR DAMAGE.

Print Name

Signature of Customer

Date

Print Name

Signature of Customer

Date

Print Name of Minor Child

Print Name of Minor Child

Signature of Parent