

**PIIHOLO RANCH CLIMBING TOWER/ZIPLINE
WAIVER AND RELEASE**

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS.
YOU MUST READ AND UNDERSTAND IT BEFORE INITIALING OR SIGNING IT

Name: _____

If under 18, (**Minimum Age 10**)

Name of Guardian: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: _____

Date: _____ Time: _____

Age: _____ Date of Birth: _____ Height: _____

Weight: _____ (**minimum 60 pounds - maximum 275 pounds**)

I, the above-named person, being above the age of 18 years, or the legal guardian of the above-named person who is under the age of 18 years, but not younger than 10 years) on behalf of myself, my heirs, assigns, personal representatives and estate and in consideration of the opportunity to participate in a Climbing Tower and/or Zipline experience, do hereby acknowledge, agree, promise, and covenant with **Piiholo Ranch LLC, a Hawaii limited liability company, Baldwin Brothers LLC, a Hawaii limited liability company, Waiahiwi Ranch Land Company LLC, a Hawaii limited liability company, Piiholo Ranch Land Company LLC, a Hawaii limited liability company and Waiahiwi Gulch Land Company LLC, a Hawaii limited liability company, their respective staff, members, managers, agents and employees (collectively hereinafter referred to as "Piiholo Ranch")**, as follows:

LEVEL OF EXPERIENCE

Experience Level Scale (circle one):

- "A" Never participated in a zipline or climbing tower experience
- "B" Some experience, has participated six to twelve times
- "C" Experienced, has participated more than twelve times

Year of last experience: _____

REQUIRED PROTECTIVE EQUIPMENT

Required protective equipment for Zipline: harness, helmet and trolley

Required protective equipment for Climbing Tower: harness and helmet

THE REQUIRED PROTECTIVE EQUIPMENT MUST BE WORN BY ALL PARTICIPANTS. WHILE PROTECTIVE HEADGEAR WILL NOT ABSOLUTELY PROTECT YOU FROM INJURY TO THE HEAD, WEARING THE HEADGEAR DOES REDUCE THE CHANCE OF SERIOUS HEAD INJURY.

ACKNOWLEDGMENT OF RISKS

The Zipline activity involves sliding down a suspended cable over rugged terrain. The Climbing Tower activity involves climbing up a variety of surfaces on a multi-sided tower led by a guide with participants attached to safety ropes. **To commence either activity, participants will be driven approximately one half mile in utility off-road vehicles or in pick-up type trucks with seating in the bed of the truck over a bumpy, dusty and sometimes muddy road; will be required to hike across improved and unimproved trails, which in some instances will be steep and have a cliff on either side, and traverse a suspension bridge which moves from side to side and up and down.** I understand and acknowledge that the activity I am about to engage in voluntarily bears certain risks which could result in injury, death, illness or disease, physical or mental, or damage to my person and property. I also acknowledge and understand injuries such as scrapes, bruises or rope burn can and sometimes do occur during the activity.

I have read this section, and initial to show that I understand and agree: _____

ACCEPTANCE OF RISK AND RESPONSIBILITY

Being aware that this activity entails risks of injury, I agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness or disease, or damage to my person and property arising from my participation in this activity. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the risks. I agree that I and my family shall follow the instructions of the guide and other activity leaders and that my failure to do so will result in termination of the activity with no refund to me. I understand that Piiholo Ranch reserves the right to refuse or terminate the participation of any person it judges incapable of meeting the rigors and requirements of the activity. I understand that if I am, or suspect I may be pregnant; or if I have a fear of heights or other physical or emotional limitations I will not be allowed to participate in the activity.

I have read this section, and initial to show that I understand and agree: _____

RELEASE

I hereby voluntarily release and forever discharge Piiholo Ranch from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including specifically but not limited to the negligent acts or omissions of Piiholo Ranch, for any and all injury, death, illness, or disease, and damage to my person and property.

I further agree, promise and covenant to hold harmless and indemnify Piiholo Ranch for any such injury, death, illness, disease or damage.

I further agree, promise and covenant not to sue, assert or otherwise maintain or assert any claim against Piiholo Ranch for any injury, death, illness or disease, or damage to my property, arising from or connected with my participation in this activity.

I have read this section, and initial to show that I understand and agree: _____

WARRANTIES

I hereby represent and warrant that: (1) to my best knowledge, I am not pregnant; (2) I am, or the minor for whom I sign, is at least 10 years of age; (3) neither I, nor the minor for whom I sign, has a pre-existing medical condition that could be aggravated by participating in the activity; and (4) neither I, nor the minor for whom I sign, has a fear of heights or other physical or emotional limitation which should preclude participation in the activity.

I have read this section, and initial to show that I understand and agree: _____

ACKNOWLEDGMENT OF EFFECT OF THIS RELEASE AGREEMENT

I understand and acknowledge that by initialing and/or signing this document I have given up certain legal rights and/or possible claims which I might otherwise assert or maintain against Piiholo Ranch including specifically, but not limited to, rights arising from or claims for the acts or omissions, negligence in any degree, of Piiholo Ranch.

I have read this section, and initial to show that I understand and agree: _____

ENTIRE AGREEMENT

I understand that this is the entire Agreement between me and Piiholo Ranch, and that it cannot be modified or changed in any way by the representations or statements of any employee or agent of Piiholo Ranch, or by me.

I have read this section, and initial to show that I understand and agree: _____

My signature below indicates that I have read this entire document or had it explained to me if I do not read or speak English, and that I understand it completely and agree to be bound by its terms.

DATE: _____

SIGNATURE OF PARTICIPANT: _____

SIGNATURE OF PARENT OR GUARDIAN (if under age18): _____

SIGNATURE OF WITNESS: _____