

ADULT

Please read and complete this document for your Volunteer Ally Eco Tour.

Host Organization(s): Volunteer Ally & Nalo Farms LLC

Location: 92-1770 Kunia Rd, Kunia, HI 96759, United States

ACTIVITIES

Activities include without limitation: A guided walking tour of an operating farm and sugar cane garden, voluntary activities which may include, but are not limited to, planting seedlings, transferring fish between tanks, weeding, and performing other hands-on farm tasks, a tour of a distillery facility or showroom and food and refreshment including without limitation food prepared by This Lil Piggy LLC, a Hawaii limited liability company ("PIGGY").

First Name, Last Name _____

Email of Person Signing this Document _____

DISCLAIMER, ASSUMPTION OF RISK AND WAIVER, AND PHOTO RELEASE:

I warrant and acknowledge that I am the person named above, an adult ("Participant") and that I am authorized on behalf of myself, my heirs, assigns and next of kin, to hereby enter into the following agreements IN CONSIDERATION OF my being able to enter, remain, and participate in activities at or near the premises of Kunia Country Farms Educational Outreach, a Hawaii nonprofit Corporation ("KCFEO"), Nalo Farms LLC, a Hawaii limited liability company ("NALO FARMS"), and Manulele Distillers LLC, a Hawaii limited liability company dba Ko Hana Distillery ("MANULELE"), all located at or near 92-1770 Kunia Road, Kunia, Hawaii, in any manner sanctioned, operated or sponsored by KCFEO, NALO FARMS, MANULELE or VolunteerAlly, a Hawaii nonprofit corporation ("VA"), including without limitation the activities described in the preceding section entitled ACTIVITIES which are sometimes referred to herein as "ACTIVITIES".

DISCLAIMER, ASSUMPTION OF RISK AND WAIVER:

I acknowledge that participation in the ACTIVITIES involves activity (including without limitation travel and activity on a working agricultural enterprise in field conditions) which may result in slips, falls, injury and other consequences up to and including death. I WILLINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS ON BEHALF OF MYSELF AND MY HEIRS, ASSIGNS AND NEXT OF KIN. If I have or observe any concern in my ability or

readiness for participation in the ACTIVITIES, I will remove myself from participation. I (on behalf of myself, my heirs, assigns and next of kin) HEREBY RELEASE, DISCHARGE AND AGREE TO HOLD HARMLESS, to the fullest extent permitted by law, KCFEO, NALO FARMS, MANULELE, VA, and PIGGY, their respective employees, agents, officers, directors, owners and other representatives and any and all owners, lessors, lessees or other persons or entities allowing, permitting or authorizing the use of facilities by KCFEO, NALO FARMS, MANULELE, VA and PIGGY and the agents, employees, officers, directors owners of said persons or entities ("RELEASEES") from any and all claims, demands, costs, expenses and compensation arising out of or in any way related to any loss, disease, injury, theft of or damage to personal property, or other damage (including without limitation death) that may result to me or to members of my family or my household or individuals I invite or for whom I am otherwise responsible while participating in or present at any of the ACTIVITIES, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. I further acknowledge and accept that this document is intended to be as broad and inclusive as permitted by the laws of the State of Hawaii and agree that if any portion of this document is deemed to be invalid, the remainder will continue in full legal force and effect.

PHOTO RELEASE

By participating in the ACTIVITIES, I grant VA and its representatives the right to take photographs and video recordings of me during the ACTIVITIES. I authorize the use of these images and recordings, without compensation, for promotional and marketing purposes, including but not limited to social media, websites, printed materials, and other media platforms. I understand that these materials may be used to promote future events or to share the ACTIVITIES with the public. If I do not wish to have my photo or video taken or used, I understand that it is my responsibility to inform a representative of VA *before* any photos or videos are captured. I waive any right to inspect or approve the final materials and release VA from any liability related to the use of my image or likeness.

INTERPRETATION AND APPLICATION

This document will be interpreted and applied fairly and reasonably and will not be interpreted or applied against any person or entity as the drafter.

By providing my signature, I confirm that I have read, understand, and agree to the terms of this document.

Signature

Date