

WAIVER AND HOLD HARMLESS AGREEMENT RE: ENTRY ON COMPANY PREMISES

TO HAWAI'I ELECTRIC LIGHT COMPANY, INC.:

| "Company") of permission for guests of | g by HAWAI'I ELECTRIC LIGHT COMPANY, INC. the Company to go on or use the premises of or himself/herself and as a representative of his/her |
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| now or in the future have to claim or bring employees, agents and servants ("Company death, or damage to or loss of property, ndirectly from the presence of such Gue njury, death, damage or loss is contribut | rights that he/she or his employer/company might g an action against Company, its officers, directors, a Representatives"), on account of personal injury or arising out of, incident to, or resulting directly or est(s) on the premises of Company, whether such ed to by the negligence of Company or Company imperfections of the premises themselves, or any |
| Furthermore, Guest does hereby agree to HOLD HARMLESS Company and Company Representatives against any and all actions, causes of action, suits, liabilities, claims, demands, damages, losses, costs or expenses, including but not limited to reasonable attorneys' fees and costs, arising out of, incident to, or resulting directly or indirectly from the presence of Guest on the premises. | |
| It is intended that the obligations agreed to herein shall be for the benefit of Company, and Company Representatives and binding on Guest and each of his/her successors, successors n trusts and assigns. | |
| DATE: | Print Name |
| | Signature |
| | Jignature |