

Waiver of Liability and Agreement to Arbitrate

The Hawaiian Trail & Mountain Club (HTMC), a Hawaii nonprofit corporation, owns a property (hereafter “the HTMC clubhouse”) located at 41-023 Puuone Street in Waimanalo, Hawaii. Members and their guests who use the clubhouse do so at their own risk and are therefore required to sign this Waiver of Liability and Agreement to Arbitrate, thereby indicating that they agree to release and hold harmless HTMC, its members, officers, directors, agents, and other guests from any liability.

Release From Liability

I, the undersigned hereby irrevocably & unconditionally release & hold harmless from liability the HTMC, its members, officers, directors, agents, and other guests from any liability (collectively “Releasees”) from any & all liabilities, claims, actions, damages, costs, or expenses of any nature whatsoever whether in law or equity, known or unknown, occurring during, caused by, relating to, or arising in any way from my occupation and use of the HTMC clubhouse.

I understand that there may be certain hazardous conditions at the HTMC clubhouse and that attending a facility in the country may also involve participation in physical activities, both indoors and outdoors, as well as exposure to wildlife. This waiver applies to any and all activities in which I participate both at the HTMC clubhouse and outside the HTMC clubhouse, including, but not limited to, the beach and ocean. It also applies to any damage to my motor vehicle and/or its contents, whether the vehicle is parked on or off the HTMC clubhouse premises. By accepting this waiver, I hereby acknowledge that my participation is at my own risk and that I assume all responsibilities for any and all aspects of my participation and that of any minor children accompanying me.

I further understand that this Release from Liability irrevocably & unconditionally releases and holds harmless all Releasees from any financial or other liability for any injury, bodily harm, sickness, illness, or loss of life that I, as a Member or Guest, or my family members or friends, may suffer, and from any economic harm or loss of property occurring during, caused by, relating to, or arising in any way out of staying at the HTMC clubhouse.

Agreement to Arbitrate

I also agree that controversy or claim, including any claim based on or arising from an alleged tort, shall be submitted to binding arbitration by and in accordance with the rules of Dispute Prevention & Resolution, Inc. Any party to this Agreement may bring an action, including a summary or expedited proceeding, to compel arbitration of any controversy or claim to which this agreement applies in any court having jurisdiction over such action.

I, the undersigned, have read this Release from Liability and Agreement to Arbitrate and understand all of its terms; I have executed it voluntarily, with full knowledge of its significance, & intend to be legally bound by it. Children under 18 here with me and named below are my responsibility while here at the HTMC clubhouse. My signature includes them in the coverage of this release form.

Waiver of Liability and Agreement to Arbitrate

The Hawaiian Trail & Mountain Club (HTMC), a Hawaii nonprofit corporation, owns a property (hereafter “the HTMC clubhouse”) located at 41-023 Puuone Street in Waimanalo, Hawaii. Members and their guests who use the clubhouse do so at their own risk and are therefore required to sign this Waiver of Liability and Agreement to Arbitrate, thereby indicating that they agree to release and hold harmless HTMC, its members, officers, directors, agents, and other guests from any liability.

Release From Liability

I, the undersigned hereby irrevocably & unconditionally release & hold harmless from liability the HTMC, its members, officers, directors, agents, and other guests from any liability (collectively “Releasees”) from any & all liabilities, claims, actions, damages, costs, or expenses of any nature whatsoever whether in law or equity, known or unknown, occurring during, caused by, relating to, or arising in any way from my occupation and use of the HTMC clubhouse.

I understand that there may be certain hazardous conditions at the HTMC clubhouse and that attending a facility in the country may also involve participation in physical activities, both indoors and outdoors, as well as exposure to wildlife. This waiver applies to any and all activities in which I participate both at the HTMC clubhouse and outside the HTMC clubhouse, including, but not limited to, the beach and ocean. It also applies to any damage to my motor vehicle and/or its contents, whether the vehicle is parked on or off the HTMC clubhouse premises. By accepting this waiver, I hereby acknowledge that my participation is at my own risk and that I assume all responsibilities for any and all aspects of my participation and that of any minor children accompanying me.

I further understand that this Release from Liability irrevocably & unconditionally releases and holds harmless all Releasees from any financial or other liability for any injury, bodily harm, sickness, illness, or loss of life that I, as a Member or Guest, or my family members or friends, may suffer, and from any economic harm or loss of property occurring during, caused by, relating to, or arising in any way out of staying at the HTMC clubhouse.

Agreement to Arbitrate

I also agree that controversy or claim, including any claim based on or arising from an alleged tort, shall be submitted to binding arbitration by and in accordance with the rules of Dispute Prevention & Resolution, Inc. Any party to this Agreement may bring an action, including a summary or expedited proceeding, to compel arbitration of any controversy or claim to which this agreement applies in any court having jurisdiction over such action.

I, the undersigned, have read this Release from Liability and Agreement to Arbitrate and understand all of its terms; I have executed it voluntarily, with full knowledge of its significance, & intend to be legally bound by it. Children under 18 here with me and named below are my responsibility while here at the HTMC clubhouse. My signature includes them in the coverage of this release form.