

WAIVER AND RELEASE

In connection with your use of certain facilities owned by affiliates of Thomas D. McCloskey, Jr. and Bonnie P. McCloskey, specifically including [check as appropriate] Canyon Ranch Corporation, Kauai Ranch, or _____ (specify) (collectively referred to as "McCloskey") and you agree as follows:

The use of the facilities and participating in activities that may be available at the facilities (e.g., horseback riding, hiking, biking, four-wheeling, snowmobile riding, hunting, etc.) involves inherent, known and unknown risks and dangers. Because of the risks and dangers involved, your use of the facilities and/or participation in activities may result in property damage, serious personal injury or death. You expressly acknowledge and assume all risks associated with your use of the facilities and participation in any activities. You agree and acknowledge that you are solely responsible for any damages or injuries that you may suffer related to or in connection with your use of the facilities or participation in any of the activities.

You waive and release McCloskey and their affiliates, and their respective employees, representatives, owners, officers, directors, managers, members, agents, trustees, successors and assigns (collectively, the "Released Parties"), to the fullest extent permissible by law, from any and all claims, liability and/or damages that they may have from whatever cause (including negligence or gross negligence on the part of the Released Parties) arising out of or related to your use of the facilities and participating in any activities. You and your successors agree not to bring any claim or demand against any of the Released Parties for any such loss, damage, injury or death.

You agree to defend, indemnify and hold harmless the Released Parties for all damages, claims and liabilities (which may include attorney fees, medical expenses, property repairs, etc.) that may occur as a direct or indirect result of your, or your guests and/or minor children's, use of the facilities and/or participation in any activities or breach of this agreement. Should any portion of this agreement be found by a court of competent jurisdiction to be void or unenforceable, the remaining portions shall remain in full force and effect.

You acknowledge that you have had sufficient opportunity to read this entire agreement, that you have actually read and understood it and are aware that you are releasing certain legal rights that you otherwise may have.

Dated: _____

Signature: _____

Name: _____
(please print)