

**RELEASE OF LIABILITY AND INDEMNITY AGREEMENT
(GENERAL PUBLIC)**

The United States of America, Department of the Navy, has authorized Ford Island Housing, LLC, to permit members of the general public to enter portions of the Pearl Harbor Naval Defensive Sea Area (NDSA) for the purpose of swimming, shore fishing, kayaking, and surfing. Scuba diving, spear fishing, ocean bottom activity and the use of motorized watercraft is strictly prohibited. This NDSA has not been maintained as a public recreational area, but is part of the entrance to Pearl Harbor, an active Navy base.

Desiring use of the authorized area for one or more of the above stated purposes as a permittee of Ford Island Housing, LLC, I agree and acknowledge the following on behalf of:

myself my minor child my legal ward,

(a) my safety (and the safety of my minor child or legal ward) is my responsibility and no one else's responsibility;

(b) using the area is at my own risk (and the risk of my minor child or legal ward) as no lifeguards will be on duty;

(c) there may be subsurface or otherwise concealed objects in the authorized area, including but not limited to, unexploded ordnance, wood fragments, construction debris and other man-made structures, and fishhooks, as well as marine life such as sharks and jellyfish, which could cause risk to human health or safety and/or property damage; and

(d) my activities (and the activities of my minor child or legal ward) are potentially hazardous and I hereby assume full and complete responsibility for any injury to myself (or to my child or legal ward) in these activities.

In consideration of allowing the requested access under the above described arrangement, I, for myself, my minor child or legal ward, if applicable, and my successors, here by agree to RELEASE, INDEMNIFY AND HOLD HARMLESS, the United States of America, the Department of the Navy, Ford Island Housing, LLC, Iroquois Point Island Club, Pier Management Hawaii, LLC, and each of their subsidiaries, parent companies, affiliates, owners, partners, joint venturers, officers, directors, shareholders, members, managers, agents, employees, operators, supervisors, insurers, contractors, predecessors, successors, and assigns (collectively, "Released Parties") from and against any and all liability, claims, demands or causes of action that I may have now or in the future for losses, injuries, damages or death that may be sustained by me or any other person claiming under me on or near or adjacent to the Public Access Area during my use of the Public Access Area.

Federal and State endangered species such as the Hawaiian monk seal and sea turtles have been known to temporarily use the beach adjacent to the NDSA. In consideration of this, no litter, human waste, fish hooks or fishing line is to be abandoned within the NDSA or on the beach adjacent to the NDSA except in properly marked receptacles.

If any provision of this Release is declared invalid or unenforceable, the remaining portions of the Release shall not be affected thereby and shall be fully enforced.

Any violation of the policies set forth by the Iroquois Point Island Club may result in immediate removal and prevention of future access.

FOR PERMITTEES 18 YEARS OF AGE OR OLDER

By my signature below, I state that I am 18 years of age or older and acknowledge that I agree to the terms of this agreement.

Date of Access: _____ Signature: _____

Permittee's Name (print): _____

Address: _____

FOR PERMITTEES LESS THAN 18 YEARS OF AGE

(One form for each minor child)

By our signatures below, we state that we are the legal parents of the permittee named below and that we agree to the terms of the above agreement on behalf of the minor permittee.

Date of Access: _____ Permittee's Name (print): _____

Father's Name (print): _____ Signature: _____

Mother's Name (print): _____ Signature: _____

Address: _____

FOR PERMITTEES WHO ARE LEGAL WARDS

(One form for each ward)

By my signature below, I state that I am the legal guardian of the permittee named below and that I agree to the terms of the above agreement on behalf of the permittee.

Date of Access: _____ Permittee's Name (print): _____

Guardian's Name (print): _____ Signature: _____

Address: _____

8/18/2010 Final