

WAIVER AND RELEASE AGREEMENT

This Waiver and Release Agreement is entered into as of _____(date), between Albert C. Kobayashi, Inc. (“ACK”); & University of Hawaii on the one hand, and _____ (“Releasor”), on the other hand.

WHEREAS, ACK is the General Contractor for the construction project located at University of Hawaii John A. Burns School of Medicine. (“Construction Site”).

WHEREAS, Releasor has requested to enter the Construction Site. Releasor understands that the Construction Site is inherently dangerous and may be unsafe for persons not familiar with a construction site. Releasor is aware that there are potential dangers on the Construction Site and that Releasor cannot be warned of all potential dangers. Releasor is aware that serious injury, death or disfigurement may result if Releasor is not careful or does not listen to all instructions when on the Construction Site.

NOW, THEREFORE, the parties agree as follows:

1. Permission to Enter Construction Site. Releasor shall be permitted to enter the Construction Site provided that Releasor strictly complies with and consents to the terms of this Agreement. Releasor further agrees to strictly comply, while on the Construction Site, with any and all protocols established by ACK and its agents for the protection and safety of Releasor, others on the Construction Site, and the public.

2. Waiver and Release. Releasor waives and agrees to release ACK, the University of Hawaii, the Research Corporation of Hawaii, the State of Hawaii, the Hawaii Community Development Authority, Kobayashi Group LLC, and Kokea Construction & Consultants and all of their respective affiliates, related companies, owners, officers, directors, agents, employees, insurers, indemnitors, attorneys, partners, predecessors, successors, assigns, executors, administrators, legal representatives, subcontractors, and all other persons or entities associated with work performed on the Construction Site (collectively “Releasees”) from any and all loss, claims, actions, liens, proceedings, liability, damage, cost or expense, either in law or equity, on account of injury to Releasor’s person or property, known or unknown, even injury resulting in death, whether caused by the negligence of Releasees or otherwise, arising out of Releasor’s entry and presence on the Construction Site. Releasor further agrees to release Releasees from any claim whatsoever on account of first aid, treatment or service rendered to Releasor while Releasor is on the Construction site.

3. Indemnity. Releasor shall indemnify, defend and hold Releasees harmless from and against liability for any and all loss, claims, actions, liens, proceedings, liability, damage, cost or expense based upon and/or arising out of Releasor’s entry and presence on the Construction Site.

4. Responsibility. Releasor specifically agrees to voluntarily assume full responsibility for the risk of injury, death or property damage due to the negligence of Releasees or otherwise, while Releasor is on the Construction Site.

5. No Inducement. Releasor represents and warrants that Releasor is fully aware of the terms contained in this Agreement and has voluntarily and without coercion or duress of any kind entered into this Agreement. None of the Releasees, or anyone acting on their behalf, has made any representations or statements or opinions to induce the execution of this Agreement.

6. No Contest And Severability. Releasor expressly agrees that Releasor will make no claim at any time that this Agreement has been orally altered or modified in any respect whatsoever, and further agrees that Releasor shall not contest the validity and enforcement of this Agreement. If any term, provision or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining terms, provisions, and covenants of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Dated: _____

ALBERT C. KOBAYASHI, INC.

RELEASOR

Signature

Signature

Print Name

Print Name