

EXHIBIT "C"

RELEASE, WAIVER, AND INDEMNIFICATION AGREEMENT

The undersigned desires a right-of-entry to certain land owned by McBryde Sugar Company, Limited, ("McBryde") for the purpose of engaging in recreational, educational, or cultural activities. In consideration of being granted such right-of-entry, the undersigned hereby releases, waives and discharges McBryde, its parent company, A&B-Hawaii, Inc., and all subsidiary and affiliated companies, and each of their respective agents, employees, officers, and directors (hereinafter collectively called "Releasees") from all liability to the undersigned, from any and all loss, damage or death of the undersigned or damage to the undersigned's property, whether caused in whole or in part by any act or omission of Releasees or otherwise while the undersigned is on or about property of McBryde or its parent or affiliated companies. The undersigned hereby further agrees to compensate and indemnify and hold Releasees harmless from any and all claims by third parties for damages to property and for injury or death arising out of or connected with the undersigned's use of this Right-of-Entry. This Release, Waiver, and Indemnification shall include but not be limited to all liabilities, costs and expenses (including reasonable attorneys' fees) incurred by Releasees.

The undersigned agrees that this Release, Waiver, and Indemnification Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Hawaii and that if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full force and effect.

DATED: _____, Hawaii, _____.

Signature: _____

Name: _____

(Please print legibly)