



RELEASE, DISCHARGE AND INDEMNITY #2

This Release and Indemnity executed on _____, 20____, by _____, of _____ herein referred to as HOST:

W I T N E S S E T H

WHEREAS, HOST will be hosting a party on _____, 20____, at PALAMA SETTLEMENT, 810 N. Vineyard Boulevard, Honolulu; and

WHEREAS, PALAMA SETTLEMENT, (hereafter referred to as PALAMA) will be providing the premises for the event; and

WHEREAS, HOST desires to furnish his guests with alcoholic beverages and foodstuffs prepared outside the premises by HOST or by others in behalf of HOST; and

WHEREAS, PALAMA is agreeable to providing the premises only on the condition that HOST release, save and hold it harmless, and indemnify it from any claim or liability resulting from the use of alcoholic beverages on the premises and the consumption of foodstuffs brought to the premises by HOST;

NOW, THEREFORE, in consideration of being permitted to serve and furnish alcoholic beverages and foodstuffs to the guests at the party hosted by HOST at PALAMA, 810 N. Vineyard Boulevard, Honolulu, Hawaii, 96817 on _____, 20____, the HOST, for themselves, their respective spouses, legal representatives, heirs and assigns, hereby release and discharge PALAMA, all its officers

and employees, for any and all liability claims for illness, injury, losses, or damages resulting from consumption of alcoholic beverages and consumption of foodstuff on the premises.

HOST further agrees to indemnify PALAMA against loss, liability, damage or cost, including reasonable attorney's fees and expenses of defending against claims and suits, that it may incur due to any liability claim resulting from illness, injury, accident, or death resulting from the consumption of alcoholic beverages or consumption of foodstuffs brought on the premises by HOST for the benefit of his guests at the party on _____, 20____.

HOST expressly agrees that this release, discharge, and indemnity 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, it is agreed that the balance shall; notwithstanding, continue in full legal force and effect.

IN WITNESS WHEREOF, HOST has executed this release at Honolulu, Hawaii the day and year first above written.

HOST