



**Hawaiian
Electric**

**WAIVER
AND
HOLD HARMLESS AGREEMENT
RE: ENTRY ON COMPANY PREMISES**

TO HAWAIIAN ELECTRIC COMPANY, INC.:

In consideration of the granting by HAWAIIAN ELECTRIC COMPANY, INC. ("Company") of permission for guests of the Company to go on or use the premises of Company, the undersigned (the "Guest"), for himself/herself and as a representative of his/her employer and/or company, _____, hereby WAIVES and RELEASES any and all rights that he/she or his employer/company might now or in the future have to claim or bring an action against Company, its officers, directors, employees, agents and servants ("Company Representatives"), on account of personal injury or death, or damage to or loss of property, arising out of, incident to, or resulting directly or indirectly from the presence of such Guest(s) on the premises of Company, whether such injury, death, damage or loss is contributed to by the negligence of Company or Company Representatives, and whether due to the imperfections of the premises themselves, or any equipment thereon.

Furthermore, Guest does hereby agree to HOLD HARMLESS Company and Company Representatives against any and all actions, causes of action, suits, liabilities, claims, demands, damages, losses, costs or expenses, including but not limited to reasonable attorneys' fees and costs, arising out of, incident to, or resulting directly or indirectly from the presence of Guest on the premises.

It is intended that the obligations agreed to herein shall be for the benefit of Company, and Company Representatives and binding on Guest and each of his/her successors, successors in trusts and assigns.

DATE: _____

Print Name

Signature