

LAND USE COMMISSION
NOTIFICATION OF LAND USE COMMISSION SITE VISIT
DATE, TIME AND PLACE

August 6, 2007 - 1:00 p.m.

FIELD TRIP

AMENDED AGENDA

I. SITE VISIT

1. SP05-399 KAUAI ATV, LLC (Kauai)

To visit the site of a waterfall which is the subject of an Order To Show Cause hearing.

Directions:

Meet at the gate to the cane haul road located on the ocean side of Kaumualii Highway (just past the Halfway Bridge).

NOTE: *Access to the site of the field trip requires a high clearance and 4-wheel drive vehicle. Only these types of vehicles will be permitted to enter the property. As the field trip will be conducted on private property, all participants will be required to complete a waiver of liability form.*

The Commission may elect to consult with counsel in executive session pursuant to Section 92-5, HRS. Persons with disabilities who need accommodation should call (808) 587-3822 no later than 12:00 noon, 2 business days before the date of the meeting.

The mailing address for the Land Use Commission is P.O. Box 2359, Honolulu, Hawai'i, 96804-2359. Some materials for these agenda items may be available on our website at <http://luc.state.hi.us>.

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

The undersigned, in consideration of being permitted unto that certain real property situated in the vicinity of Halfway Bridge, Lihue District, Island and County of Kauai, State of Hawaii, owned by Grove Farm Company, Incorporated, and under license to Kauai ATV, LLC, for the purposes of participating on a site visit conducted by the Land Use Commission of the State of Hawaii in SP05-399, on August 6, 2007, as to use and removal of a staircase to a waterfall, and associated trail, does hereby waive, and agrees to indemnify Grove Farm Land Company, Incorporated, and Kauai ATV, LLC, and its agents, directors, officers, attorneys, servants and employees, against all claims, actions, judgments, or rights against Grove Farm Land Company, Incorporated, and Kauai ATV, LLC, and its agents, directors, officers, attorneys, servants and employees, for any injury, death or property damage resulting from said entry. In executing this agreement, the undersigned acknowledges that portions of the route and areas visited on the site visit pose a degree of risk of injury, death or property damage, and the undersigned accepts the same as a condition of this agreement and entry unto the property.

The undersigned further acknowledges that neither Grove Farm Land Company, Incorporated, nor Kauai ATV, LLC, is providing vehicular transportation for the site visit, that the road conditions require vehicles with high clearances and 4-wheel drives, that all vehicle operators have been forewarned of the condition of the roads/trails being traversed on the site visit, and that any and all vehicles which are operated or used by the undersigned are used at the operators' own risk and expense as to damage or loss.

The right to enter is only for the purpose aforesaid, and shall not give any right to further entry unto the said property after the site visit on August 6, 2007. The undersigned agrees to remain with all other participants in the site visit, and shall not stray or depart from the group.

This right of entry shall be only for the site visit on August 6, 2007, and may be revoked at any time in the sole discretion of Grove Farm Land Company, Incorporation, and/or Kauai ATV, LLC, or its respective agent.

Dated: August 6, 2007

[signature]

Print Name: _____

Mailing Address: _____
