

iii

RELEASE, DISCHARGE AND INDEMNITY

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

WITNESSETH:

WHEREAS, HOST will be hosting a party on _____, 20____,
at AABA, INC. dba MASA’S CAFETERIA, 910 Mapunapuna Street, Honolulu; and

WHEREAS, AABA, INC. dba MASA’S CAFETERIA (hereafter referred to as
MASA’S) will be catering the main dinner for the party, but excluding alcoholic
beverages; and

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

WHEREAS, MASA’S is agreeable to cater to the party at its 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 extra foodstuff brought to the premises by HOST;

NOW THEREFORE, in consideration of being permitted to serve and furnish
alcoholic beverages and extra foodstuffs to the guests at the party hosted by HOST at
MASA’S, 910 Mapunapuna Street, Honolulu, Hawaii 96819 on
_____, 20____, the HOST, for themselves, their respective spouses,
legal representatives, heirs and assigns, hereby release and discharge MASA’S, 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 the extra foodstuff on the premises.

HOST further agrees to indemnify MASA'S 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 extra foodstuff bought 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