

# LIABILITY RELEASE AND WAIVER: UTV Raptor Tour

For Staff Use	
Check-In:	
Safety Briefing:	
Tour Guide:	

**PLEASE READ THIS DOCUMENT CAREFULLY. THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS.**

**I, the undersigned, understand that as a condition to my participating in the UTV Raptor Tour at Kualoa Ranch, I must take full responsibility for my own safety, and the safety of my passengers.**

1. Disclosure of Inherent Risks. I recognize and acknowledge that there are certain inherent risks and dangers involved in the use of Utility Terrain Vehicles (“UTVs”), including but not limited to risk of possible injury or death, and understand that the following conditions, hazards, dangers, and inherent risks may exist:

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| <ul style="list-style-type: none"> <li>• UTV may be an unfamiliar and difficult vehicle for the driver to operate</li> <li>• Driver may accidentally collide with rocks, trees, and other vehicles</li> <li>• Driver could lose control of the vehicle causing it to crash, roll over, or leave the roadway</li> <li>• Roll over and crash injuries resulting from body parts being pinned or crushed by a UTV or other hazards</li> <li>• Other drivers that may stop suddenly or drive erratically</li> <li>• Uneven terrain or weather conditions that may make it difficult to steer the UTV</li> <li>• Weather, rain, or dust on the trail that may make it difficult to see clearly</li> <li>• Loose gravel, rocks, sand, and dirt, which may be kicked up and injure occupants of UTVs</li> <li>• Beautiful and/or distracting scenery or wildlife that might divert the driver’s attention</li> <li>• Occupant ejection from the UTV</li> </ul> | <ul style="list-style-type: none"> <li>• Unpaved, uneven, wet, muddy, slippery, dusty, and rutted road conditions, which may make controlling the UTV difficult</li> <li>• Hanging branches or thorny plants which could contact or injure passengers in the open UTV</li> <li>• Driving through streams, ponds, and puddles and associated health risks</li> <li>• Stinging or biting insects and spiders</li> <li>• Whiplash or other injury from driving on rough roads</li> <li>• Steep drop-offs</li> <li>• Diseases caused by water, air, or animal vectors</li> <li>• Flash floods</li> <li>• Lack of reliable communication service and nearby medical facilities</li> <li>• Damage to UTV, and resulting injuries from improper operation or off-roading by driver</li> <li>• May come across livestock, other wildlife, and/or obstructions on the tour route</li> <li>• Rock falls or landslides</li> </ul> |
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I further understand and agree that the above listed conditions, hazards, and dangers, constitute inherent risks of the UTV tour, as inherent risk is defined in Section 663-1.54, Hawaii Revised Statutes.

2. Voluntary Activity. Knowing that the above-described inherent risks present risks and dangers to myself and my passengers, including a RISK OF SERIOUS BODILY HARM OR DEATH, I nevertheless voluntarily permit myself, my passengers, and/or my child to engage in the UTV tour. The rider assumes full responsibility for participating in the activity with any of the following past or present medical conditions: pregnancy, high blood pressure, respiratory problems, heart conditions, hernia, head/knee/back injuries, recent operation under the care of physicians or any other medical condition(s). It is advised that those currently experiencing the above medical conditions not participate in the UTV Tour. I voluntarily ASSUME THE RISK OF INJURY OR LOSS related to the inherent risks of the UTV tour.

3. Release and Indemnity. With full knowledge of the conditions, hazards, and dangers of the UTV tour, **I RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS KUALOA RANCH HAWAII, INC. AND ANY AND ALL OF ITS OWNERS, OFFICERS, EMPLOYEES, AGENTS, AND AFFILIATES** (the “Released Parties”), for death or injury to me, my passenger, and/or my child, or damage to or destruction of any or my or my passenger’s property resulting from the conditions, hazards, and dangers, listed above.

I, for myself, my heirs, beneficiaries, executors, and administrators, RELEASE, FOREVER DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS the Released Parties, from any and all claim(s), demand(s), or cause(s) of action on account of my, my passenger’s, and/or my child’s personal injury or death, or on account of any injury to my or my passenger’s property, which may occur from my or my passenger’s negligence, the inherent risks of the UTV tour, or an unforeseeable event that may occur during the UTV tour.

**I understand and agree that if I get in an accident, or am otherwise injured or killed, I relinquish all claims against the Released Parties. I understand that this Liability Release and Waiver is a legal binding document and I understand that by signing it, I agree not to sue the Released Parties.**

4. Safety and Rules. To further ensure the safety of all participants, I agree to abide by the following:

- Drivers must have valid driver’s license and be 21 years of age or older.
- Passengers must be 5 years of age or older.
- Drivers and passengers must properly wear helmets and seat belts at all times when the vehicle is in motion.
- If I feel that my passenger, child, or myself, are not physically able or have not been given necessary instructions to safely participate in the UTV tour, I will immediately notify my tour guide and will not participate. By participating in the UTV tour, I agree that myself, my passenger, and/or my child are physically able to safely participate in the UTV tour and have been given necessary instructions to safely participate in the UTV tour.
- Drivers and passengers must follow all instructions given by the tour guide(s) and remain on roads and/or trails (to avoid any rocks or other obstacles that may be hidden in the grass).

5. Parents/Guardians of Minors. By signing below, I certify that as the parent or guardian with legal responsibility for any minor participant, I hereby consent and agree on behalf of the participant minor, to the acknowledgement of inherent risks, and release and indemnification of the Released Parties to the same extent as earlier specified.

6. Waiver of Jury Trial; Governing Law; Venue. **I AGREE TO WAIVE ANY RIGHT I MAY HAVE TO DEMAND A JURY TRIAL IN ANY ACTION BROUGHT REGARDING, CONCERNING, INVOLVING, RELATING TO OR ARISING UNDER THIS LIABILITY RELEASE AND WAIVER OR ANY MATTER RELATING TO THE UTV TOUR.** The laws of the State of Hawaii shall govern all matters with respect to this Liability Release and Waiver, without regard to the conflict of laws principals thereof. Any action regarding, concerning, involving, relating to or arising under this Liability Release and Waiver shall be brought in a court of competent jurisdiction in the State of Hawaii.

7. Severability. If any provision of this Liability Release and Waiver or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Liability Release and Waiver and the application of such provision to other persons or circumstances shall not be affected.

8. Electronic Signatures. As permitted by law, I agree that this document may be executed and delivered by electronic signatures and that the signatures are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

I, the undersigned, acknowledge I have read and understand this document and agree to be bound by its terms.

TOUR DATE:		TOUR TIME:
Driver’s Name (Please print)	DL Verified	Driver’s Signature:
<i>Drivers acknowledge that by signing the above document he/she will be held liable for any damages incurred to the vehicle.</i>		
Passenger’s Name (Please print)	Age if Minor	Signature of Passenger or Parent/Legal Guardian if Minor:
<i>By signing this Liability Release and Waiver, I acknowledge my understanding of this document. Participants assume all risk, including but not limited, to the risk of injury or death.</i>		
<i>By signing this Liability Release and Waiver, I further acknowledge understanding of the manufacturer’s warning that occupants must be able to sit with back against seat, feet flat on floor, and hands on steering wheel or handgrips. If participants cannot physically achieve the manufacturers’ recommendations or choose not to follow them, they assume all risk, including but not limited to, the risk of injury or death.</i>		