

LIABILITY RELEASE AND WAIVER: Horseback Walking 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 Horseback Walking Tour at Kualoa Ranch, I must take full responsibility for my own safety.

1. Disclosure of Inherent Risks. Horses are large and powerful animals that can be unpredictable regardless of their training and past performance. I recognize and acknowledge that there are certain inherent risks and dangers involved in being around or riding a horse as part of the Horseback Walking Tour, including but not limited to risk of possible emotional trauma, 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"> • Horses are unpredictable and may buck, stumble, fall, bite, kick, spook, push or shove – all of which may cause the rider to fall or be jolted, resulting in injury or death • Horse and rider may accidentally collide with rocks, trees, and other horses, riders, or obstacles • Rider could lose control of the horse causing it to run, buck the rider off, fall over, or leave the trail • Injuries resulting from body parts being bit, stomped, or crushed by a horse • Other horses may stop suddenly, collide with, or spook other horses • Uneven terrain or weather conditions that may make it slippery for horses • Weather, rain, or dust on the trail that may make it difficult to see clearly • Loose gravel, rocks, sand, and dirt, which may be kicked up and injure riders • Beautiful and/or distracting scenery or wildlife that might divert the rider’s attention • Injuries from mounting or dismounting horse • Hyperthermia, hypothermia, dehydration or sunburn • Injuries from rider causing the horse to trot or run • Injuries from falling from horseback | <ul style="list-style-type: none"> • Unpaved, uneven, wet, muddy, slippery, dusty, and rutted trail conditions, which may make controlling the horse difficult • Hanging branches or thorny plants which could contact or injure riders • Riding through streams, ponds, and puddles and associated health risks • Stinging or biting insects and spiders • Allergic reactions to horses or other wildlife or plants • Whiplash or other injury from riding horses • Steep drop-offs • Diseases caused by water, air, or animal vectors • Flash floods • Lack of reliable communication service and nearby medical facilities • Injuries from improper riding technique or riding off the trail • Burns or abrasions from saddles and other tack • May come across livestock, other wildlife, and/or obstructions on the tour route • Rock falls or landslides • Losing or damaging personal items • Getting lost or separated from the tour |
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I further understand and agree that the above listed conditions, hazards, and dangers, constitute inherent risks of the Horseback Walking 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 and/or my child, to engage in the Horseback Walking Tour and assume the risk of injury, death, or damage to myself and or/my child, or destruction of any of my property resulting from the conditions, hazards, and dangers, listed above. 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 Horseback Walking Tour. I voluntarily ASSUME THE RISK OF INJURY OR LOSS related to the inherent risks of the Horseback Walking Tour.

3. Release and Indemnity. With full knowledge of the conditions, hazards, and dangers of the Horseback Walking 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 and/or my child, or damage to or destruction of any of my 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 and/or my child’s personal

injury or death, or on account of any injury to my property, which may occur from my negligence, the inherent risks of the Horseback Walking Tour, or unforeseeable event that may occur during the Horseback Walking Tour.

I understand and agree that if I am 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:

- Riders must be 10 years of age or older; riders younger than 18 years old must be accompanied by an adult or guardian.
- Riders must comply with the following height and weight requirements for the protection of our horses and riders:
 - Must be 4'6" (1.4m) or taller.
 - Must not weigh more than 230 pounds (104kg).
- Riders must wear a fitted and buckled helmet at all times.
- Riders must wear closed toe shoes with a back on the heel.
- No drinking alcohol, smoking or vaping during the Horseback Walking Tour.
- No loose clothing, backpacks, purses or camera bags. Any items brought on the tour must fit in the provided saddle bag.
- If I feel that I (and/or my child) am not physically able or have not been given necessary instructions to safely participate in the Horseback Walking Tour, I will immediately notify my tour guide and will not participate. By participating in the Horseback Walking Tour, I agree that I (and/or my child) am physically able to safely participate in the Horseback Walking Tour and have been given necessary instructions to safely participate.
- Riders must follow all instructions given by the tour guide(s) and remain on roads and/or trails.

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, assumption of risk, 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 HORSEBACK WALKING 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:
Rider's Name (Please print)	Age	Signature:
Minor Rider's Name (Please print)	Age	Signature of Parent/Legal Guardian:

By signing this Liability Release and Waiver, I acknowledge understanding of this document. Participants assume all risk, including but not limited to, the risk of injury or death.