

# LIABILITY RELEASE AND WAIVER: E-Mountain Bike Tour (Experienced and Novice)

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 E-Mountain Bike Tour at Kualoa Ranch, I must take full responsibility for my own safety.**

1. Disclosure of Inherent Risks. I recognize and acknowledge that there are certain inherent risks and dangers involved in riding an electric mountain bike (“e-mountain bike”) as part of the E-Mountain Bike Tour, including but not limited to risk of 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>• E-mountain bikes may be an unfamiliar and difficult vehicle for rider to operate, even if rider passes the required test course</li> <li>• Equipment malfunctions, failures, and defects</li> <li>• Rider may accidentally collide with rocks, trees, and other riders, or otherwise crash leading to injury</li> <li>• Rider could lose control of the bike causing rider to crash, roll over, or leave the trail</li> <li>• Braking too hard or other crash causing whiplash</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 rider, or cause rider to fall</li> <li>• Beautiful and/or distracting scenery or wildlife that might divert the rider’s attention</li> <li>• Hyperthermia, hypothermia, dehydration or sunburn</li> <li>• Damage to e-mountain bike, and resulting injuries from improper operation by rider</li> <li>• Getting lost or separated from the tour</li> </ul> | <ul style="list-style-type: none"> <li>• Unpaved, uneven, wet, muddy, slippery, dusty, and rutted trail conditions, which may make controlling the e-mountain bike difficult</li> <li>• Hanging branches or thorny plants which could contact or injure riders</li> <li>• Riding through streams and puddles and associated health risks</li> <li>• Stinging or biting insects and spiders</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>• Injuries from improper riding technique or riding off the trail</li> <li>• Hidden obstacles on the trails or in the grass</li> <li>• May come across livestock, other wildlife, and/or obstructions on the tour route</li> <li>• Rock falls or landslides</li> <li>• Losing or damaging personal items</li> </ul> |
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I further understand and agree that the above listed conditions, hazards, and dangers, constitute inherent risks of the E-Mountain Bike 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 E-Mountain Bike 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 E-Mountain Bike Tour. I voluntarily ASSUME THE RISK OF INJURY OR LOSS related to the inherent risks of the E-Mountain Bike Tour.

3. Release and Indemnity. With full knowledge of the conditions, hazards, and dangers of the E-Mountain Bike 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 E-Mountain Bike Tour, or an unforeseeable event that may occur during the E-Mountain Bike 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 successfully pass a test course to demonstrate the skills to competently ride an e-mountain bike, such as ability to steer and handle varied terrain, shift gears with control, brake, overall control of the e-mountain bike, and any other safety standards determined by tour guides. If the rider is unable to demonstrate minimal skills to competently ride an e-mountain bike, the tour may be cancelled, and the rider may be offered a replacement tour subject to availability. No refunds will be offered.
- 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 their protection:
  - Must be between 4’9” and 6’5” in height (1.4m – 2m).
  - Must weigh between 85 and 250 pounds (38kg – 114kg).
- Only one rider per e-mountain bike.
- Closed-toe shoes are required.
- Riders must wear the provided helmets at all times during the E-Mountain Bike Tour.
- No drinking alcohol, smoking or vaping during the E-Mountain Bike Tour.
- 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 E-Mountain Bike Tour, I will immediately notify my tour guide and will not participate. By participating in the E-Mountain Bike Tour, I agree that I (and/or my child) am physically able to safely participate in the E-Mountain Bike 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 E-MOUNTAIN BIKE 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:
<b>Rider’s Name (Please print)</b>	<b>Age</b>	<b>Signature:</b>

*Rider acknowledges that by signing this document, he/she will be held liable for any damages incurred to the e-mountain bikes used by rider or any individual in rider’s party.*

<b>Minor Rider’s Name (Please print)</b>	<b>Age</b>	<b>Signature of Parent/Legal Guardian:</b>

*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.*