Waipio Valley Wagon Tours – Visitor's Release of Liability Agreement and Acknowledgement of Risk
(all adults must sign)

Date _____

In consideration of the participation of this wagon adventure, equipment and services of Waipio Valley Wagon Tours, it's officers, agents, employees, directors, and owners, and all other persons or entities associated with the same (herein collectively referred to as " Wagon Tour"), for the purpose of riding on the equine driven wagon within the vicinity of Waipio Valley, I agree as follows:

I acknowledge that the use, handling, and operation of a tour utilizing equine animals involve risk of physical injury to any individual undertaking such activities. Horse/Mule reactions to strange sounds, sudden movement of unfamiliar objects, persons or other animals is unpredictable regardless of an animal's training and usual past behavior. When frightened or provoked, regardless of the reason, the animal may stop short, change direction or speed at will, shift its weight, buck, rear, or run from the perceived or actual danger. I understand that there may be other unknown or unanticipated risks than set forth herein. I agree to assume responsibility for the risk of partaking in the Wagon Tour into Waipio Valley, including the van ride in and out of the valley.

I understand that I must follow the instructions of the driver/guide as to seating on the wagon so as to balance the weight. I agree that the rider shall be responsible for his/her own safety and that of her unborn child if the rider is pregnant. The wagon Tour advises a pregnant woman not to take this tour unless permission is given under the advice of a physician.

Waipio Valley Wagon Tour has the right to the use of any photos taken for publicity, ads, or brochures.

I waive all claims, suits, action, damages and cost including reasonable attorney's fees and court cost against Waipio Valley Wagon Tours, and release them from any and all liability including, but not limited to, the Wagon Tour's own negligence for damage to property or injury or death to any person or persons, in any way arising out of connected with or resulting form the Waipio Valley Wagon Tour. I agree that any dispute arising out of this Agreement shall be submitted to binding arbitration in Hilo, HI. I also consent to emergency first-aid or medical treatment for injuries to me.

Warning

Under Hawaii law, an Equine professional is not liable for an injury or death of a participant in Equine activities resulting from the inherent risk of equine activities.

I have read, understood, and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon me, my successors, and assigns. If I allow a minor to participate in this activity, I not only assume the risk, but agree to indemnify the Wagon Tour for any liability, including but not limited to costs and attorney's fees, that they may incur as a result of the minor's participation in this activity.

Adult Name	Minor Name (s)	Adult Signature