

## PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Maui Trail Rides LLC, their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "MTR"), I hereby agree to release, indemnify, and discharge MTR, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in Guided Saddle Animal Trail Rides activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:** slips and falls, equipment or items on the trail such as holes, bumps, ruts, obstacles, tree limbs and branches or rocks; water hazards; collision with fixed or movable objects, hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; additionally, fatigue, chill and/or dizziness may diminish my/our reaction time and increase the risk of an accident, exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; major injuries are a risk as are sprains, strains, scratches, bruises, abrasions, cuts, lacerations, broken bones, fractures, musculoskeletal injuries including head, neck, and back injuries; injuries to internal organs; loss of fingers or other appendages; a horse, regardless of its training and usual past behavior, may act unpredictably at times based upon instinct or fright which may cause you to be thrown from your horse or injured by the horse; horses may do such things as bite, kick, buck, lie down, or stumble; saddles may slip, your horse may collide with obstacles or encounter variations in terrain such as creeks, water, bridges, traveled roads, wild animals, birds, stumps, forest growth, debris, rocks and cliffs and other obstacles whether obvious or not and whether man made or natural; travel in remote areas; further, passengers can be thrown off the horse which can result in any of the above events occurring; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered; transmissible pathogen or disease; traveling to and from activity locations raises the possibility of any manner of transportation accidents.

Furthermore, MTR personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. Additionally, I also agree to wear a properly fitted and secured certified helmet while participating in saddle animal rides.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless MTR from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of MTR's equipment or facilities, **including any such claims which allege negligent acts or omissions of MTR.**
4. Should MTR or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against MTR, I agree to do so solely in the state of Hawaii and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against MTR on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at MTR. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Print Name \_\_\_\_\_ DOB \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Email \_\_\_\_\_

Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_

### PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of the following minor(s): (print name(s) and DOB(s)) \_\_\_\_\_

\_\_\_\_\_ being permitted by MTR to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless MTR from any and all claims which are brought by, or on behalf of minor(s), and which are in any way connected with such use or participation by minor(s).

Parent or Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

## **PROTECTIVE HEADGEAR REFUSAL AGREEMENT**

I, the undersigned, have been fully warned and advised by Maui Trail Rides LLC (hereinafter collectively referred to as "MTR"), that I should wear a properly fitted and secured helmet while participating in saddle animal rides (whether on the premises or off of the MTR's premises) in order to potentially reduce the severity of an injury and/or to possibly prevent my death from occurring as the result of a fall or any other occurrence associated with this activity. I understand that by not wearing a helmet, I will be going against manufacturers' requirements and putting myself at an increased risk for injuries, and against the advice of MTR and numerous court cases I am refusing this critical safety precaution. I also understand that minors are not allowed to refuse protective headgear and I cannot sign on their behalf to waive the requirement.

**I, the undersigned, have read the foregoing statement carefully before signing and do understand its warning.**

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Name of Rider

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Signature of Rider

Date