



KULA LANI RANCH, LLC LIABILITY RELEASE FORM AND WAIVER

The undersigned understands and agrees that he/she has the permission of Kula Lani Ranch, LLC to enter onto the grounds located at 2854 Omaopio Road, Kula, Maui, Hawaii, 96790 (Premises), during normal operating hours (see Ranch Rules) only for the following purposes: competing in, and engaging in activities relating to Equine Activity including, but not limited to, those activities as defined in Hawaii Revised Statutes Chapter 663B, as amended (collectively the "Activity"), and is subject to the following conditions:

- 1. He/she is visiting the Premises at his/her own risk.
- 2. He/she understands and acknowledges that the Activity is inherently dangerous and that such dangers include, but are not limited to death, dismemberment, paralysis, broken bones, cuts, abrasions, disfigurement, panic, mental and emotional distress and the inherent danger posed by horses, animals and other riders. I further understand that horses may be unpredictable and are subject to influences, be they environmental or otherwise, beyond the control or reasonable control of Kula Lani Ranch, LLC or the owner(s) of the Premises.
- 3. He/she waives any and all claims in tort, contract or otherwise, and releases Kula Lani Ranch, LLC. its members, managers, officers, directors, employees, agents affiliates and the owner(s) of the Premises and their respective successors and assigns (collectively the "Released Parties"), from any and all claims and causes of action he/she may have, now or in the future, for any injury sustained by him/her or to his/her property while visiting the Premises, whether caused by the Activity or otherwise, and further agrees that this release and waiver shall be binding on his/her respective heirs, personal representatives, successors and assigns.
- 4. He/she agrees to indemnify, defend and hold harmless the Released Parties, for, from and against any injuries or damages suffered by them or any one else, along with any claims for such injuries or damages, arising out of his/her presence or conduct on the Premises, whether or not caused by or related to the Activity and including injury or damage suffered by third parties as a result of such presence or conduct, except where such injury or damage is caused by the gross negligence of the above named.
- 5. He/she will, at all times, comply with all applicable laws and ordinances along with any rules and regulations established by any of the Released Parties, as the same may be amended from time to time, and will comply with any directions given by any of the Released parties. **Received copy of Ranch Rules** _____. (initial)

Rider's Name: _____ Signature: _____

Rider's Mailing Address: _____

Email Address: _____ Phone: _____

Horse Owner's Name: _____ Signature: _____

Date: _____ Rider Exper. Level: _____ Age: _____

Please complete if rider is less than 18 years of age:

Parent or Legal Guardian's Name: _____

Signature: _____

Relationship to the Child: _____

Date: _____ Rider Exper. Level: _____

HOW DID YOU HEAR ABOUT US? _____

SAFETY REQUIREMENTS	
NO HELMET REQUIRED	<input type="checkbox"/>
Helmet Required At All Times	<input type="checkbox"/>
Helmet Required While Riding	<input type="checkbox"/>
Adult Required At All Times	<input type="checkbox"/>
Adult Required While Riding	<input type="checkbox"/>
Special Medical Needs*	<input type="checkbox"/>

EMERGENCY MEDICAL INFORMATION

* Please provide info below

Person to Contact: Name: _____ Relation: _____ Phone: _____

Doctor/Provider: _____ Medical #: _____ Phone: _____

Any important information we should know, such as allergies to medications, special medical conditions, etc.
