

Kee Road Waiver & Release

This document affects your legal rights. You must read and understand it before initialing or signing it.

NAME: _____

If under 18, Name of Parent or Guardian: _____

Address: _____

Phone: _____ Date: ____/____/____ Time: _____am/pm

I, the person named above, being above the age of 18 years, or the legal guardian of the person named above who is under the age of 18 years, on my behalf of myself, my heirs, assigns, personal representatives and estate and in consideration of the opportunity for horseback riding, equine therapy, spectating or assisting a rider or a horse in any aspect of equine activity on property owned, leased, licensed or operated by Kee Road Barn & Holding Horses Hawaii, LLC located at 61 Kee Road, Makawao, Hawaii 96768 as well as said entities' respective staff, members, managers, volunteers, renters, owners, stockholders, officers, directors, successors, agents and employees (all of the above entities and persons being collectively hereinafter referred to as "Kee Road Parties") as follows:

LEVEL OF EXPERIENCE - CIRCLE ONE

Experience Level Scale:

- A Never ridden, or has ridden 1-5 times
- B Little experience, has ridden 6-12 times
- C Some experience had ridden 12 or more times
- D Experienced, currently rides extensively

Year of last ride: _____

ACKNOWLEDGMENTS OF RISKS

The activity involves horseback riding or handling, spectating and/or my voluntary presence at an equestrian property (herein "Activity" or Horseback Riding") on real property ("Kee Road Barn") owned by one or more of the Kee Road Parties. I understand and acknowledge that the activity I am about to engage in voluntarily bears

certain risks that could result in injury, death, illness, disease, or physical or mental damage to my person and property. Among these risks are the following: Horseback riding is classified as a RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and numerous obvious and non-obvious inherent risks are always present in such activity despite all safety precautions. There are also risks involved being near horses on the ground. Horses are 5 to 10 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than humans. If a rider falls from a horse to the ground, it will generally be a distance of 3.5 feet to 5.5 feet and the impact may result to injury to the rider. If a horse is frightened or provoked, it may divert from its training and act according to its natural survival instincts, which may include, but are not limited to: stopping short, changing directions or speed at will, shifting it's weight, bucking, rearing, kicking, biting, or running from perceived danger.

Elements within Kee Road Barn, including elements used for the maintenance of the property (lawn mowers, leaf blowers, weed whackers, tractors) as well as motorized vehicles using the dirt and paved road areas, can scare a horse, causing it to fall or react in some potentially hazardous way. Elements used in the Activity such as flags, whips, crops, can also scare a horse. Weather and natural elements are always present and can spook horses. Some examples are : thunder, lightening, wind, rain, water, falling trees, tree limbs or fruit, wild and domestic animals, insects that fly near, bite, or sting a horse or rider and irregular footing on outdoor or indoor land, which is subject to constant change in condition according to weather, temperatures, natural and man made changes in the landscape.

I understand and acknowledge that the above list is not complete or exhaustive and that other risks, know or unknown, identified or unidentified, may also result in injury, death, illness, disease, or damage to my person or my property.

I have read this section and initial to show that I understand and agree: _____

ACCEPTANCE OF RISK AND RESPONSIBILITY

Being aware that this Activity entails risks of injury, I agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness, disease or damage to my person and my property arising from my participation in this Activity. My participation in the Activity is purely voluntary: no one else is forcing me to participate and I elect to participate despite the risks. I agree that I will follow the Barn Safety Standards of Kee Road Barn, which I acknowledge that I have been informed of and that my failure to do so could result in the immediate termination in my right to receive equine therapy, ride or work with horses and / or my right to trailer in or board a horse with Kee Road Barn. I understand that the Kee Road Parties reserve the right to refuse or terminate the participation of any person it judges incapable of meeting the rigors and requirements of the Activity.

I have read this section and initial to show that I understand and agree: _____

RELEASE / INDEMNITY

I hereby voluntarily release and forever discharge Kee Road Parties from any liability, claims, demands, actions, or rights which are related to, arise out of, or are in any way connected with my participation in the Activity, including specifically, but not limited to the negligent acts or omissions of Kee Road Parties, for any injury, death, illness or disease, or damage to my person or my property.

I further agree, promise, and covenant to hold harmless, defend, and indemnify Kee Road Parties, its agents, renters, volunteers and employees of any injury, death illness or disease, or damage related to the Activity including any claims made or asserted by a minor on whose behalf I am signing this Waiver and Release.

I further agree, promise, and covenant not to sue, assert, or otherwise maintain or assert any claim against Kee Road Parties, its agents, renters, volunteers, or employees of any injury, death, illness, or disease or damage to my property arising from or connected with my participation, or the participation of any minor on whose behalf I am signing in the Activity.

I have read this section and initial to show that I understand and agree: _____

PHOTO RELEASE

I consent to and authorize the use and reproduction by Kee Road Barn, Holding Horses Hawaii and Alyssa Davis of any and all photographs and any other audiovisual materials taken of me for promotional material, educational activities, exhibitions or for any other use for the benefit of the program.

I have read this section and initial to show that I understand and agree: _____

WARRANTIES

I hereby represent and warrant: (1) that to the best of my knowledge, I am not pregnant; (2) that I am or the minor with whom I sign is and least 7 (seven) years of age; and (3) that I do not have a pre-existing medical condition that the bouncing and jarring nature of this Activity could aggravate.

I have read this section and initial to show that I understand and agree: _____

ACKNOWLEDGMENT OF THE EFFECT OF THIS RELEASE AGREEMENT

I understand and acknowledge that by initialing and signing this document, I have given up certain legal rights and possible claims that I might otherwise assert or maintain against Kee Road Parties, its agents, renters, volunteers or employees, and other persons or entities, including specifically, but not limited to, rights arising from claims for the acts of omissions, negligence in any degree, of Kee Road Parties.

I have read this section and initial to show that I understand and agree: _____

ENTIRE AGREEMENT

I understand that this is the entire Agreement between myself and Kee Road Parties and that it cannot be modified or changed in any way by the representations or statements of any employee, volunteer, renter or agent to Kee Road Parties, or by me.

I have read this section and initial to show that I understand and agree: _____

My signature below indicates that I have read this entire document or had it explained to me if I do not read or speak English and that I understand it completely and agree to be bound by it's terms.

Print Name: _____

Date Signed: ____/____/____

SIGNATURE OF PARTICIPANT:

SIGNATURE OF PARENT OR GUARDIAN (if under 18) :

SIGNATURE OF WITNESS: _____