

RELEASE OF LIABILITY

Horseback/Trail Riding with the Barbers Point Riding Club on Property of the Department of Hawaiian Home Lands, State of Hawaii

*Please read and understand this document before signing.
If you have any questions, please consult an attorney.*

Barbers Point Riding Club (BPRC) continues to offer its members and guests the opportunity to experience horseback/trail riding at its facilities and on trails located on lands previously owned by the United States Navy and now owned by the Department of Hawaiian Home Lands (DHHL), State of Hawaii. **Horseback/trail riding at these facilities and on these lands is restricted to members and guests of the BPRC who have a signed Release of Liability on file with the BPRC.**

Please read and sign this Release of Liability and return it to the BPRC.

HORSEBACK/TRAIL RIDING

Horseback riding, in general, and trail riding, in particular, are not risk free. Horseback/Trail riding can cause loss or damage to equipment or personal property and injury or, in extreme cases, permanent trauma or death. You should be aware of what to expect and be informed of some of the possible risks.

Participants engaged in horseback/trail riding should understand that:

(1) there are significant risks and dangers involved with horses and trail riding, and that horses are powerful and potentially dangerous animals;

(2) a horse may, at any time, without warning and for no reason, jump up, forward, backward or sideways, particularly when trail riding;

(3) a horse may become uncontrollable, run wildly, buck, or rear up without warning, particularly when trail riding;

(4) horses become tired, stressed and cantankerous, and their behavior is unpredictable;

(5) a horse may trip, stumble and/or fall when being ridden, particularly when trail riding;

(6) weather, terrain, other animals and people may adversely affect a horse's behavior, particularly when trail riding;

(7) these risks and activities can cause property damage and bodily injury, including paralysis and death to you or members of your family; and

RELEASE AND INDEMNIFICATION

I, _____, certify that my family, including minor children, and I are fully capable of participating in horseback/trail riding and associated activities with the BPRC. I have read the above statements on some of the possible risks in horseback/trail riding. I assume full responsibility for myself and my family for bodily injury, death and loss of personal property and any expenses as a result of my negligence, negligence of my family, negligence of another participant in horseback/trail riding, negligence of the BPRC and its staff, negligence of DHHL and the State of Hawaii and their officials and employees, and negligence of the United States Navy and its staff. My family and I are in good physical condition and are able to undertake horseback/trail riding and related activities. I understand that BPRC reserves the right to refuse access to horseback/trail riding by any person it judges to be under the influence of drugs or alcohol or otherwise incapable of meeting the rigors and requirements of participating in horseback/trail riding.

I agree to indemnify and hold harmless DHHL, the State of Hawaii, and their officials and employees, BPRC and its Board of Directors, members, agents and employees, and the U.S. Navy and its members, agents and employees from all claims for damages, losses, injuries and expenses arising out of or resulting from my or my family's participation in the horseback/trail riding and other related activities. I further agree to release, acquit and covenant not to sue DHHL, the State of Hawaii, and their officials and employees, BPRC and its Board of Directors, members, agents and employees, and the U.S. Navy and its members, agents and employees for all actions, causes of action, claims or damages, damages in law or remedies in equity of whatever kind, including the negligence of DHHL, the State of Hawaii, and their officials and employees, BPRC and its Board of Directors, members, agents and employees, the U.S. Navy and its members, agents and employees, that may otherwise be brought by myself, any member of my family, my executors or my heirs, against DHHL, the State of Hawaii, BPRC or the U.S. Navy arising out of my or my family's participation in horseback/trail riding or related activities. In short, I and my family, executors and heirs cannot sue DHHL, the State of Hawaii, and their officials and employees, BPRC and its Board of Directors, members, agents and employees, and the U.S. Navy and its members, agents and employees, and if I or my family, executors or heirs do, we cannot collect any money and will reimburse all expenses incurred in defending against such suit.

As liquidated damages, I hereby agree that if DHHL, the State of Hawaii, or their officials or employees, BPRC or its Board of Directors, members, agents or employees, or the U.S. Navy or its members, agents or employees is forced to defend any action, lawsuit or litigation brought by myself or my family, executors or heirs, on my or my family's behalf, then I and my family, executors and heirs accordingly agree to pay court costs and attorney's fees if they successfully defend such action, lawsuit or litigation.

I agree that any lawsuit shall be brought in the State of Hawaii and that the laws governing any such lawsuit shall be the laws of the State of Hawaii. The terms of this agreement shall continue and be in effect after horseback/trail riding has ended and the participant has left the BPRC facilities and the property of DHHL, State of Hawaii.

I hereby give permission for transportation to any medical facility or hospital, and I authorize any guide or medical personnel to render necessary emergency medical care for my family or me. I

(8) trail riding will be in remote areas, and that bodily injury may occur when you are a considerable distance from doctors, hospitals and other types of medical help or assistance.

The possible accidents listed above may result in bodily injuries, including permanent paralysis and death. It is also possible that mental anguish or trauma will result from an accident and injuries. This list is not an exhaustive list of possible injuries or accidents that may occur while trail riding. These injuries are rare. However, they have occurred, and you need to be aware of them and other possible injuries not mentioned above. These injuries are more prevalent when participants are using drugs or alcohol or are not physically able to undertake the activity.

BPRC reserves the right to refuse horseback/trail riding access by any individual who appears to be under the influence of drugs or alcohol or otherwise unable to undertake the activity without significant risk of injury or harm to the individual or other participants.

hereby authorize the release of any medical information, including information concerning my HIV or "AIDS" status, in the possession of BPRC, to any medical facility, hospital, ambulance, first aid provider, first aid service, doctor, nurse or other such person rendering care on my behalf. I hereby waive any action or claim against BPRC and its Board of Directors, member, agents and employees, the U.S. Navy and its members, agents and employees, or any health care provider, hospital, doctor, nurse or first aid provider for the release of this medical information, including my HIV or "AIDS" status.

I have adequate health, disability and life insurance for my family and myself.

Should a court of competent jurisdiction declare any paragraph or part of this Release of Liability unenforceable, the remaining parts or paragraphs shall remain in full force and effect.

I, _____, of my own free will, for my family, including minor children, my heirs and executors and myself, have read and understand and acknowledge the risks and liability for myself and my family on this ____ day of _____, 20__.

I have read and understand this Release of Liability. I understand that it is my responsibility to update any and all information provided by me on this Release of Liability.

NAME (print): _____ DATE: _____

*SIGNATURE: _____

MAILING ADDRESS: _____

PHONE: _____

IN CASE OF EMERGENCY, PLEASE CONTACT: _____

MEDICAL INSURANCE PROVIDER/GROUP NUMBER: _____

**WITNESS SIGNATURE/DATE: _____

*If participant is under 18 years of age, parent or legal guardian must sign this Release of Liability.

**Witness must be 18 years of age or older.