

**PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGMENT OF RISK**

Yes, life is full of risks. Each person makes choices in life by weighing the benefits versus the risks. When the benefits are greater, the person continues as a matter of choice. Such is the case with horseback riding, an adventure/activity provided by Ironwood Ranch, Ltd. In consideration of the services from Ironwood Ranch, Ltd., their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf and/or Maui Land and Pineapple Company and Maui Pineapple Ltd. (hereinafter collectively referred to as "IWR"), I hereby agree to release and discharge IWR, on behalf of myself, my children, my spouse, my parents, my heirs, assigns, personal representative and estate as follow:

1. I acknowledge that horseback trail rides entail known and unanticipated risks which 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:** contact with wild animals, hikers, and exposure to the elements. 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. Horses do such things as bite, kick, buck, lie down, stumble, and any number of other activities which may pose a possible risk. Saddles may slip and other tack or saddle problems may develop as a result of normal use and wear. 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. As well as other obstacles, whether obvious or not, and whether man made or natural. Each of those obstacles or variations in terrain could cause you to lose control of your horse and you could fall. Riding a horse requires the participant to balance on the saddle. One may lose their balance that can result in falling off the horse.

Furthermore, IWR guides have difficult jobs to perform. They seek safety, but they are fallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I agree, 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.

3. I hereby voluntarily release, forever discharge, and agree to indemnify myself and hold IWR harmless 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 IWR equipment or facilities, **including any such Claims which allege negligent acts or omissions of IWR.**

4. Should IWR or anyone acting on their behalf, be required to incur attorneys' 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 IWR, I agree to do so solely in the State of Hawaii and I further agree that the substantive law of that state will 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 portion will 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 IWR on the basis of any claim from which I have released them herein. 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.**

Signature of Participant: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

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

In consideration of \_\_\_\_\_ (print minors' name) ("Minor") being permitted by IWR to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless IWR from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

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

**Please rate your experience on a scale of 1 to 10: Circle your level (1=beginner, 10=advanced)**

**All MINORS are Considered BEGINNERS unless stated otherwise.**

1 2 3 4 5 6 7 8 9 10

I acknowledge that SAFETY RIDING HELMETS are available to ALL riders at NO CHARGE: \_\_\_\_\_ (please initial)

I have read and understand the posted Rules & Regulations and agree to abide by these standards: \_\_\_\_\_ (please initial)

**PROTECTIVE EQUESTRIAN HEADGEAR REFUSAL AGREEMENT**

without jeopardizing the essential qualities of the activity.

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Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

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**Please rate your experience on a scale of 1 to 10: Circle your level (1=beginner, 10=advanced)  
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I have read and understand the posted Rules & Regulations and agree to abide by these standards: \_\_\_\_\_ (please initial)

**PROTECTIVE EQUESTRIAN HEADGEAR REFUSAL AGREEMENT**

I, for myself and/or on behalf of my child or legal ward, have been fully warned and advised by Ironwood Ranch, Ltd. ("IWR"), that we should purchase and/or wear a properly fitted and secured ASTM/SEI (Equestrian standard) certified helmets while riding or being around horses (whether on the premises of IWR or off the premises) in order to reduce the severity of some of our head injuries and too possible prevent my/our death from happening as the result of a fall(s) or any other occurrence associated with this activity. We realize that we are subject to injury from this activity and that no form of preplanning can remove all of the dangers to which we are exposing ourselves. Against the advice of IWR, the guide/instructor, numerous court cases and IWR's insurance company, we are refusing this critical safety precaution.

**SIGNER STATEMENT OF AWARENESS**

**I/we the undersigned, have read the foregoing statement carefully before signing and do understand its warnings and assumption of risks.**

Date: \_\_\_\_\_

Signature of Rider (for themselves or minor)

Name of Additional minor(s) rider(s)