



**MALU'OLU Riding Club, Promised Land Farm, LLC
41-426 Hihimanu Street, Waimanalo, Hawaii, 96795**

RELEASE AND WAIVER OF CLAIMS

The undersigned, who is or may be a participant in equestrian activities including, without limitation, horseback riding, horse grooming, horse cleaning, stall cleaning, riding lessons, trail and beach rides, horse jumping, horse shows, clinics, parades, polo matches or practice, organized events and all other equestrian activities of every kind and description (hereinafter "Equestrian Activities") being carried out (a) at Malu'Olu Riding Club, located at 41-426 Hihimanu Street, Waimanalo, Hawaii, 96795, (hereinafter "Riding Club"), owned by Promise Land Farm, LLC, a Hawaii limited liability company, (hereinafter "Lessor"), and operated by Malu'Olu Riding Club a Hawaii not for profit corporation, (hereinafter "Lessee"), or (b) using horses or other equipment located at the Riding Club or owned, leased, or otherwise controlled by Lessor, Lessee or using horses boarded at the Riding Club by other owners (collectively referred to as "Horses and Equipment"), whether used on or off the Riding Club premises, in consideration of the use of the Riding Club facilities, Horses and Equipment, covenants and agrees as follows:

1). General Release: The undersigned hereby releases and waives any claims that the undersigned and those listed below may now or hereafter have against Lessor, and Lessee and all of their owners, operators, employees, agents, guests, licensees, invitees, independent contractors, work persons, barn help, privies, or assigns (collectively referred to as the "Released Parties"), from and against any and all liabilities, claims, judgements, losses, damages, costs or expenses of whatever kind or nature, including all attorney's fees, which the undersigned and those listed below may incur as a result of their Equestrian Activities undertaken at the Riding Club or using the Horses and Equipment, including, without limitation, person injury and/or death and damages to property (including injury to or death of horses) resulting therefrom ,including loss of income earnings, bodily injury, pain

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and suffering, emotional or mental distress and any and all medical concerns and conditions related thereto.

2). Assumption of risk: The undersigned acknowledges and understands that the Equestrian Activities, whether undertaken at the Riding Club or elsewhere and whether using the Horses and Equipment or not, involve the risk of personal injury and/or death, and the damage to personal property (including injury to and/or death of horses) which may result from undersigned's participation in Equestrian Activities. Such injuries may be caused by animals, horses, other participants, the undersigned, instructors, trainers, acts of God and nature, field conditions including uneven or damaged terrain, the presence of moisture, mud and/or flooding of the terrain, obstacles and obstruction upon or under the terrain and other natural or man made conditions which may be hazardous to the undersigned or create hazards in the undersigned's Equestrian Activities. The undersigned further acknowledges knowing and understanding that the Equestrian Activities are **INHERENTLY DANGEROUS AND ASSUMES ALL RISK OF INJURY OR DEATH AND/OR DAMAGE WHICH MAY RESULT THEREFROM FOR ANY REASON WHATSOEVER.**

3). Indemnification: The undersigned hereby agrees to indemnify, defend and hold harmless the Released Parties, and all neighboring property owners, and/or their assigns, from and against any and all liabilities, claims, judgements, losses, damages, costs or expenses of whatever kind or nature, including all attorney's fees, which the undersigned, those persons listed below and any guest, licensee, invitee or any other person claiming by or through the undersigned, may sustain, incur or cause in connection with their participation in Equestrian Activities, use of the Horses and Equipment or presence on or in the Riding Club or Riding Club facilities, including injury to or death of other horses, damage to cars or other property of other persons, or personal injury to or death of said other persons.

4). Reimbursement: The undersigned agrees that in the event any claim is made against the Released Parties for any damages or injury for which the undersigned has released or indemnified the Released Parties pursuant to this Release and Waiver of Claims, and for which any of the Release Parties is found liable, the undersigned shall pay such claims within thirty (30) days' notice thereof being given to undersigned. In the event the undersigned does not make such payment within the time period allotted, then all sums shall be due and owing together with interest at the rate of

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twelve percent (12%) per annum. In the event of an action to collect such sums, the Lessor and Lessee shall be entitled to place a lien, or hold, or liquidate personal property of the undersigned located in or on the Riding Club. In the event of an action to collect such sums, the prevailing party in such action shall be entitled to an award of reasonable attorney's fees incurred thereby. For the purposes of this provision, notice shall be deemed given upon personal delivery or three (3) days after depositing said notice with the U.S. Postal Service, addressed to the undersigned at their current address in the records of the Lessor and Lessee, postage prepaid, registered or certified, return receipt requested.

5). Binding Effect and Continued Nature: The forgoing provisions shall be fully binding upon and shall be effective against the undersigned, its heirs, successors, legal representatives or assigns and shall apply to the actions of the undersigned personally, the undersigned's family, guests, employees or agents. This Release shall be continuing in nature, and shall apply to the persons mentioned in the preceding paragraphs who use the Horses and Equipment, which are present at the Riding Club and/or on any neighboring properties upon which they are riding.

6). Governing Law and Venue: This Release and Waiver of Claims shall be governed by the laws of the State of Hawaii, without regard to conflicts of laws. The undersigned agrees that the sole venue for any civil action resulting hereunder shall be appropriate Court of the First Circuit, State of Hawaii.

7). Severability: If any portion of this Release and Waiver of Claims is found to or held to be invalid, the remaining portions of it shall remain in full force and effect.

8). Other Rights Held by Released Parties Not Limited by This Document: This Release and Waiver of Claims does not in any way limit or reduce any protection, limitation, or immunity from suit otherwise enjoyed by the Released Parties as a result of any other agreements, or of any legislation, statute, regulation, ordinance, or other law of the State of Hawaii or Any political subdivision of the State of Hawaii.

THIS DOCUMENT AFFECT AND LIMITS YOUR LEGAL RIGHTS,
READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.

In WITNESS WHEREOF, This document is executed _____,
20____.

Signature

Printed Name

Signature

Printed Name

Address/Phone #:

PARENT OR GUARDIAN CONSENT

Each of those persons signing above on behalf of themselves is a parent or legal guardian of the minor(s), being under 18 years of age, listed below. They hereby represent and warrant that they are also entering into his Release and Waiver of Claims on behalf of such minors, subjecting said minor(s) to all terms and conditions of this Release and Waiver of Claims.

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