

KAONOULU RANCH, LLLP

RELEASE, WAIVER, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

I, the undersigned do hereby agree to the terms set forth in this document in consideration of my being permitted to participate in activities upon their real property owned by **Kaonoulu Ranch, LLLP**. Such activities may include games, practices, tournaments, polo matches, rodeos and other wise, as permitted by **Kaonoulu Ranch, LLLP**.

I release, waive and discharge **Kaonoulu Ranch, LLLP**, a Hawaii limited partnership, it's limited partners, general partners, agents, employees, officers, directors, stockholders, successors and assigns, (collectively referred to as "**Kaonoulu Ranch**") from all claims actions, judgments, and executions which I may have or claim to have, or which my heirs, personal representatives, executors, administrators and assigns may have claim to have against **Kaonoulu Ranch**, for all personal injuries known or death or injuries to real or personal property, caused by or arising out of the above-described activities, or somehow related thereto, including but not limited to any damage or injuries caused by horses, other animals, spectators or players.

_____ Initial if you understand and agree to the above.

I indemnify and hold harmless **Kaonoulu Ranch** from any damages or claims made against **Kaonoulu Ranch** as a result of, or arising out of, my participation in any activities upon real property owned by **Kaonoulu Ranch**. I further indemnify **Kaonoulu Ranch** against any cost and attorneys' fees incurred by it as a result of any actions arising out of any activity that I may be participating in which generates a claim.

_____ Initial if you understand and agree to the above.

I recognize that polo, rodeo-related, or horse-related activities or dangerous activities that may cause serious injury or death to myself, or to the animal which I may be using, and I hereby assume the risk of such damage or injury.

_____ Initial if you understand and agree to the above.

This release of **Kaonoulu Ranch** from any and all liability or claim that I may have for injuries and damages arising out of my participation in any activities upon the real property owned by **Kaonoulu Ranch** includes losses caused by the negligence of **Kaonoulu Ranch**.

_____ Initial if you understand and agree to the above.

I understand that under Hawaii Law [Hawaii Revised Statutes, Chapter 663(b) I am presumed to have assumed the inherent risks relating to equine activities. I know and understand the risk of participating in such equine activities, which include injury and death to my person and damage to my personal property, and I expressly choose to assume these risks.

_____ Initial if you understand and agree to the above.

I HAVE READ THIS RELEASE, WAIVER, AND ASSUMPTION OF RISK AND INDEMNIFY AGREEMENT AND UNDERSTAND ALL OF ITS TERMS. I EXECUTE THIS DOCUMENT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS LEGAL SIGNIFICANCE.

Date: _____

Signature

Print Name

Address

PARENT/GUARDIAN CONSENT REQUIRED IF THE ABOVE PERSON IS LESS THAT EIGHTEEN YEARS OLD.

Date: _____

Signature

Print Name

Address
