

**HORSEPLAY EQUESTRIAN CENTER, LLC
WAIVER AND RELEASE OF LIABILITY**

In exchange for good and valuable consideration, I agree to participate in the activities of Horseplay Equestrian Center LLC, owned by Cyndy DeMeter (hereafter referred to as "Horseplay"), its associations and/or affiliate sport & equestrian program(s), and related events and activities, based on the following restrictions and parameters:

1. I agree that I will, prior to participation, inspect the facilities and equipment to be used, and if I believe anything is unsafe, I will immediately advise Horseplay of such condition(s) and refuse to participate until such conditions are resolved.
2. I acknowledge and fully understand that I will be engaging in activities that involve certain known, inherent and unknown risk of serious injury, including permanent disability and death, and severe social and economic losses which might result not only from my own actions, but also from the inactions or negligence of others, the rules of play, or the condition of the premises or of any equipment used, and, further, that there may be other risks not known or reasonably foreseeable at this time and I agree to participate accepting such unknown risks.
3. I acknowledge and fully understand that Hawaii Revised Statutes § 663B-2 provides a rebuttable presumption that injury, loss, damage or death was not caused by the negligence of Horseplay or its employees or agents if the injury, loss, damage or death was caused solely by the inherent risk and unpredictable nature of the equine. Such inherent risks of equine activities and the unpredictable nature of the equine include, but are not limited to; (a) the propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around them; (b) the unpredictability of an equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons and other animals; (c) certain hazards such as surface or subsurface conditions; (d) collisions with other equines or objects; and (e) the potential of a participant to act in a negligent manner than may contribute to injury of the participant or others, such as failing to maintain control over the animal or not acting within the participant's ability.
4. I assume, with full knowledge of all of the above and any other inherent risks which may be associated with equine activities, all the foregoing risks and accept personal responsibility for any damages following such injury, permanent disability or death. Except in the event of Horseplay's wanton and willful disregard for the participant's safety or intentional injury of the participant, I shall bring no claims, demands, actions and causes of action, and/or litigation, against Horseplay or its owners for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of Horseplay, including riding, handling, or otherwise being near horses owned by or in the care, custody and control of Horseplay. Also on behalf of myself, my heirs, personal representatives and next of kin, I hereby release and discharge Horseplay, Cyndy DeMeter, or their successors, assigns, affiliates, directors, officers, employees and agents from any and all liabilities, claims, lawsuits, losses, costs, causes of action and damages of any kind originating or in any way arising from my participation in such equine activities.

I, THE UNDERSIGNED, HEREBY DECLARE THAT I HAVE COMPLETELY READ AND UNDERSTAND THIS WAIVER AND RELEASE AND I VOLUNTARILY ACCEPT THE TERMS OF THIS WAIVER AND RELEASE FOR MY PARTICIPATION IN THE ACTIVITIES DESCRIBED HEREIN.

Signature of Participant: _____ Date: _____

Printed Name of Participant: _____ Phone: _____

Emergency Contact: _____ Phone: _____

Emergency Contact: _____ Phone: _____

Address of Participant: _____

Medical Insurance Carrier: _____ **Policy #:** _____