

HORSEPLAY EQUESTRIAN CENTER, LLC
WAIVER & RELEASE OF LIABILITY FOR MINOR

In exchange for good and valuable consideration, I agree to the participation of my minor child 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, with the minor participant and prior to participation, inspect the facilities and equipment to be used, and if I or the minor believes anything is unsafe, I or the minor will immediately advise the instructor of such condition(s) and refuse to participate until such conditions are resolved.
2. I agree that the minor participant will wear an ASTM/SEI approved riding helmet at all times when riding.
3. I acknowledge and fully understand that the minor participant will be engaging in activities that involve risk of serious injury, including permanent disability and death, and severe social and economic losses which might result not only from the minor participant's own actions, but also from inactions or negligence of others, the rules of play, or the condition of the premises or of any equipment used. I further acknowledge that there may be other risks not known or reasonably foreseeable at this time and I agree to the minor's participation accepting such unknown risks.
4. I acknowledge and fully understand that Hawaii Revised Statutes § 663B-2 provides a rebuttable presumption that injury, loss, damages 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 that 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.
5. I assume, on behalf of myself and the minor participant and with full knowledge of all of the above as well as 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. I, on behalf of myself and the minor participant, hereby waive any and all claims for personal injury or property damage of any kind which I or the minor participant or our heirs, personal representatives and next of kin may have or which may arise against Horseplay, Cyndy DeMeter, or their successors, assigns, affiliates, directors, officers, employees and agents, as a result of my participation in such equine activities, whether or not such injuries or damages result from negligence or legal liability. I also, on behalf of myself and the minor participant and our heirs, personal representatives and next of kin, 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 the minor's or 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 THE MINOR'S PARTICIPATION IN THE ACTIVITIES DESCRIBED HEREIN.

Parent or Guardian: _____ Date: _____
(signature/relationship)

Parent or Guardian: _____ Date: _____
(signature/relationship)

Printed Name of Participant: _____

Address of Participant: _____

Medical Insurance Carrier (required): _____ Policy #: _____

Please Note: Signatures of BOTH parents required, even if absentee.
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