Attachment (1) Revised June 2019

WHEELER SADDLE CLUB (WSC)
P.O. Box 861670
Wahiawa, HI 96786-8563

RELEASE, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT

1. According to H R S § 663B-1, B-2, Hawaii is unique in how it treats liability for injuries incurred during equine activities. The relevant section provides that, in any civil action for injury, loss, damage, or death of an equine participant, there shall be a rebuttable presumption that the injury, loss, damage, or death was not caused by the negligence of an equine activity sponsor, equine professional, or their employees or agents, if the injury, loss, damage, or death was caused solely by the inherent risk and unpredictable nature of the equine. Liability is not limited by this statute where the equine professional knowingly provided faulty tack or equipment, failed to make reasonable and prudent efforts to determine the ability of the participant to engage safely in the equine or activity, owns or otherwise is in lawful possession of the land or facilities upon which the participant sustained injuries because of a known, dangerous latent condition, or if he or she commits an act or omission that constitutes willful or wanton disregard for the safety of the participant or intentionally injures the participant.

2. In consideration of my voluntary participation in an equine activity at WSC, I understand and agree to the following:

    a. Such equine activity has certain inherent risks, including but not limited to a horse's propensity to act in ways which can cause injury, harm or death, a horse's reaction to sudden sounds or movement, the existence of certain hazards such as surface and subsurface conditions, and the possibility of collision with other objects.

    b. Appropriate safety equipment will be always worn (children under the age of 18 years are required to wear ASTM/SEI approved helmets while riding a horse at Wheeler Saddle Club; additionally, all riders will wear ASTM/SEI approved helmets when jumping a horse).

3. Being aware of the risks involved in participating in such activity, including death, personal injury, property damage or property loss, I hereby agree to the following in the event of death, personal injury, property damage, or property loss occurs to me, horse, or property as a result of the above-mentioned activity.

    a. I hereby agree that I will hold harmless and not institute any claim or bring any suit against the United States, Wheeler Saddle Club, its officers, employees, agents, and volunteers because of said death, personal injury, property damage, or property loss including the death of horse(s).

    b. I hereby agree to defend Wheeler Saddle Club its officers, employees, agents, and volunteers in the event that WSC, the United States, its agencies and their officers, employees and agents have any claims or suits; presented against them because of said death, personal injury, property damage or property loss including death of horse(s). I additionally agree to indemnify and reimburse Wheeler Saddle Club and its officers, employees, agents and volunteers for any costs or awards

RELEASE, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT (Con't)

incident to a suit or claim presented against them because of said death, personal injury, property damage, or property loss including the death of horse(s).

c. I hereby release and discharge Wheeler Saddle Club its officers, employees, and agents from all claims based on said death, personal injury, property damage, or property loss including the death of my horse(s).

d. I acknowledge an understanding that the activity is conducted without Wheeler Saddle Club assuming any liability for death, personal injury, and property damage or property loss occurring in conjunction with the above activity.

e. I expressly assume the risk of harm to another participant, their horse, or their property which is caused by my action or inaction and will accept responsibility for that harm (financially and otherwise) and agree to indemnify (reimburse) Wheeler Saddle Club for losses, damages, or costs.

4. The provisions of this document are binding not only on me but on my agents, heirs, assignees, or any other persons or entities claiming on my behalf.

_____ _____
Signature Date

If signing for minor child/children, please provide name(s) of child/children and your relationship.

_____ _____ _____
Printed Name of Child Age Relationship to Minor

_____ _____ _____
Printed Name of Child Age Relationship to Minor

_____ _____
Signature of Parent and/or Legal Guardian on behalf of the above-named child/children Date

Sponsor's Name: _____ Barn Number: ____ Signature: _____
Liability waivers expire in two years.
Please drop off signed liability form in the mailbox at the Ohana Center. All club members, as well as guests, must have a liability form on file while being on stable property.

Thank you for helping keep everyone safe while at WSC