

WAIVER AND RELEASE OF LIABILITY AGREEMENT

I _____ (Parent or guardian for persons under 18)
ACKNOWLEDGE AND UNDERSTAND THAT EQUINE ACTIVITIES CAN BE DANGEROUS AND THAT
BY PARTICIPATING IN HORSE RELATED ACTIVITIES THERE ARE INHERENT RISKS, POSSIBLE
HAZARDS AND DANGERS THAT CANNOT BE TOTALLY ELIMINATED.

I understand that variations in terrain may result in injury or damages and I assume risk for these hazards whether they are obvious or not. I hereby agree that I, my heirs, distributees, guardians, legal representative and assignees will not make a claim against, sue, attach the property of, or prosecute the Mauna Lio Ranch and Giddy Up and Go for death, injury or property damage resulting from my use of their facilities and horses.

I agree to defend, indemnify and hold harmless the owner and heirs of the property on which Mauna Lio Ranch is operating, the owners and officers of Giddy Up and Go and their heirs, directors, agents and employees for and against any and all loss, liability, damage or costs, including attorney fees that might arise from me or my children's participation in equine activities concerning the horses of Giddy Up and Go.

I acknowledge that reasonable and prudent efforts have been made to ensure a safe riding experience including maintenance of tack and other equipment, training of horses and determination of my ability to safely ride, train, drive, or groom equines and that I will adhere to the rules, guidelines and other certification requirements according to the Giddy Up and Go Fractional Ownership agreement.

Date

Signature of parent or guardian

Name(s) of minor participants