

PARTICIPANT AGREEMENT AND RELEASE

1. The PARTIES: In consideration of the services of CJM Country Stables, Inc., their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "CJM"), I, the undersigned, hereby agree to release, indemnify, and discharge CJM, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

2. I acknowledge that horseback riding entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

3. The risks include, among other things: contact with wild animals, hiking and exposure to the elements. A horse, regardless of its training and usual past behavior, may act unpredictably at times based upon instinct or fright which may cause you to be thrown from your horse or injured by the horse. Horses may do such things as bite, kick, buck, lie down, or stumble. Saddles may slip and other tack or saddle problems may develop as a result of normal use and wear. Your horse may collide with obstacles or encounter variations in terrain such as creeks, water, bridges, traveled roads, wild animals, birds, stump, forest growth, debris, rocks and cliffs and other obstacles whether obvious or not and whether man-made or natural. Each of those obstacles or variations in terrain could cause you to lose control of your horse and you could fall. Riding a horse requires the participant to balance on the saddle. Participants may lose their balance that can result in falling from the horse.

Furthermore, CJM employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

4. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

5. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless CJM from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of CJM's equipment or facilities, including any such claims which allege negligent acts or omissions of CJM. Moreover, in consideration of being permitted by CJM to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless CJM from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

6. Should CJM or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

7. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

8. Severability in Event of Partial Invalidity: If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect. If this agreement shall contain any term or provision which shall be invalid or against public policy or if the application of same is invalid or against public policy, then, the remainder of this agreement shall not be affected thereby and shall remain in full force and effect.

9. Entire Agreement: This agreement contains the entire agreement of the PARTIES. No other agreement, statement, or promise made on or before the effective date of this agreement will be binding on the PARTIES.

10. Modification by Subsequent Agreement: This agreement may NOT be modified by subsequent agreement of the PARTIES except by an instrument in writing signed by both PARTIES.

11. Mediation: If a dispute arises out of or relating to any aspect of this agreement between the PARTIES, or the breach thereof, and if the dispute cannot be settled through negotiation, the PARTIES agree to discuss in good faith the use of mediation. If the parties' attempt to agree to the use of mediation fails, the parties agree to submit their dispute to binding arbitration as set forth herein-below.

(A) Arbitration of All Disputes Including Interpretation of Agreement:

Any controversy between the PARTIES regarding the construction, application or performance of any services under this agreement, and any claim arising out of or relating to this agreement or its breach, shall be submitted to binding arbitration upon the written request of one PARTY after the service of that request on the other PARTY. The PARTIES shall appoint one person to hear and determine the dispute. If the PARTIES cannot jointly agree on a selected arbitrator within thirty (30) days of the initial service of a request for arbitration, then the Superior Court of Kauai County shall choose an impartial arbitrator whose decision shall be final and conclusive on all PARTIES. Each Party shall each have the right of discovery in connection with any arbitration proceeding in accordance with Hawaii State Law. The cost of the arbitration, including legal fees and costs, shall be borne by the losing party. The sole and exclusive venue for arbitration and or any legal dispute shall be Kauai County, Hawaii.

By signing this agreement, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against CJM on the basis of any claim from which I have released them herein.

Warning: Under Hawaii's Law, an Equine Activity Sponsor or Equine Professional is not liable for an injury to or the death of a participant in Equine Activities resulting from the inherent risks of Equine Activities.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant _____

Print Name: _____

Address: _____

Phone: _____ Date: _____

☐ Check box indicating I have seen the safety video.

Please circle below indicating your riding experience:

Beginner

Novice

Intermediate

Advanced

PROTECTIVE EQUESTRIAN HEADGEAR REFUSAL AGREEMENT

I, for myself and/or on behalf of my child or legal ward, have been fully warned and advised by *CJM Country Stables, Inc.* (hereinafter collectively referred to as "*CJM*"), that we should purchase and/or wear a properly fitted and secured ASTM/SEI (Equestrian standard) certified helmet while riding or being around horses (whether on the premises of *CJM* or off the premises) in order to reduce the severity of some of our head injuries and to possibly prevent my/our death from happening as the result of a fall(s) or any other occurrence associated with this activity. We realize that we are subject to injury from this activity and that no form of pre planning can remove all of the danger to which we are exposing ourselves. Against the advice of *CJM*, the guide/instructor, numerous court cases and *CJM*'s insurance company, we are refusing this critical safety precaution. Moreover, in consideration of being permitted by *CJM* to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless *CJM* from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

I/we the undersigned, have read the foregoing statement carefully before signing and do understand its warnings and assumption of risks.

Signature of Rider (spouse must sign for themselves)

Signature of parent, guardian and or spouse