

West Maui Mountain Adventures, LLC Kahoma Ranch Tours

AGREEMENT RELEASE AND DISCHARGE, ACCEPTANCE OF RESPONSIBILITY AND ACKNOWLEDGMENT RISKS

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS.
YOU MUST READ AND UNDERSTAND IT BEFORE INITIALING OR SIGNING

Name of rider: _____ Date of Tour: _____
If Under 18, Name of guardian: _____
Address: _____
Phone Number: _____
Hotel/Rm.# _____

I, the above named person, being above the age of 18 years, or the legal guardian of the above-named person who is under the age of 18 years, on behalf of myself, my heirs, assigns, personal representatives and estate and in consideration of the opportunity to participate in a West Maui ATV Tour, do hereby acknowledge, agree, promise and covenant with W. Maui Mountain Adventures, LLC, doing business as Kahoma Ranch Tours, the leaser of the land upon which Kahoma Ranch Tours are conducted, (collectively hereinafter referred to as "Kahoma Ranch Tours"), as follows:

ACKNOWLEDGMENT OF RISKS

The activity involves travel over open range terrain that will induce bouncing and jarring to the rider or passenger and may include contact with livestock and wild animals. I understand and acknowledge that the activity I am about to engage in voluntarily bears certain risks which could result in injury, death, illness or disease, physical or mental, or damage to my person and property. Among these risks are the following:

(1) the nature of the activity itself including, but not limited to all-terrain vehicle ("ATV") accidents involving other ATV's, vehicles or stationary objects, falls from ATV's and equipment, accidents relating to the terrain, accidents boarding or discharging shuttle buses; (2) the acts or omissions, negligent in any degree, of Kahoma Ranch Tours, its agents or employees, and other persons or entities; (3) latent or apparent defects or conditions in equipment, or property supplied by Kahoma Ranch Tours or other persons or entities; (4) use or operation, by myself or others, of equipment supplied by Kahoma Ranch Tours or other persons or entities; (5) acts of other participants in this activity, employees and agents of Kahoma Ranch Tours, or other persons; (6) weather conditions; (7) contact with plants and animals; (8) my own physical condition, or my own acts or omissions; (9) condition of roads, water, waterways or terrain, and accidents connected with their use; (10) first-aid, emergency treatment or other services rendered; (11) consumption of food or drink.

I understand and acknowledge that the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, may also result in injury, death, illness, or disease, or damage to my person and property.

I have read this section, and initial to show that I understand and agree: _____

ACCEPTANCE OF RISK AND RESPONSIBILITY

Being aware that this activity entails risks of injury, I agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness or disease, or damage to my person and property arising from my participation in this activity. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the risks. I agree that I and my family shall follow the instructions of the guides and that our failure to do so will result in termination of the activity with no refund to us and additional charges for the pick-up/recovery of the ATV and the rider. I understand that Kahoma Ranch Tours reserves the right to refuse or terminate the participation of any person it judges incapable of meeting the rigors and requirements of the activity. I understand that if I am, or suspect I may be pregnant, I will not be allowed to ride the ATV's.

I have read this section, and initial to show that I understand and agree: _____

RELEASE

I hereby voluntarily release and forever discharge Kahoma Ranch Tours, its agents or employees, and all other persons or entities, including owners of land over which the ATV Tours may cross, from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in this activity, including specifically but not limited to the negligent acts or omissions of Kahoma Ranch Tours, its agents or employees, and all other persons or entities, for any and all injury, death illness or disease, and damage to my person and property.

I further agree, promise and covenant to hold harmless and indemnify Kahoma Ranch Tours, its agents or employees, and all other persons or entities for any such injury, death, illness, disease or damage.

I further agree, promise and covenant not to sue assert or otherwise maintain or assert any claim against Kahoma Ranch Tours, its agents or employees, and all other persons or entities, for any injury, death, illness or disease, or damage to my property, arising from or connected with my participation in this activity.

I have read this section, and initial to show that I understand and agree: _____

DAMAGE TO EQUIPMENT

I agree to compensate Kahoma Ranch Tours, for any damage to its equipment beyond normal wear and tear caused by me.

I have read this section, and initial to show that I understand and agree: _____

WARRANTIES

I hereby represent and warrant: (1) that to my best knowledge, I am not pregnant; (2) that I am or the minor with whom I sign is at least 8 years of age to ride as a passenger or at least 16 years or age to operate an ATV; and (3) that I do not have a pre-existing medical condition that could be aggravated by the bouncing and jarring nature of this activity.

I have read this section, and initial to show that I understand and agree: _____

SAFETY RULES

I acknowledge that I have read and understand the safety rules below and have participated in the orientation where the tour guide has gone over the safety rules that are posted in the orientation area: 1. No smoking at any time throughout the tour. 2. Review and understand the operation of the vehicle. 3. Wear protective clothing, no sandals or open toe shoes. 4. Wear helmets and eye protection while vehicles are moving. 5. Must use seatbelt. 6. Long hair must be tied back to shoulder length. 7. Follow the trail guide. 8. No passing or lagging. 9. Slow and low is always better 10. Watch out for cattle, do not approach or antagonize. 11. If you have vehicle trouble, use horn. 12. Pay attention to signs. 13. If you get separated – stop, wait, use horn. 14. This is a guided tour not a thrill ride! 15. Hear horn? Use horn? Some Potential Hazards: Steep cliffs next to trails, Limited sight areas, Hairpin turns, Trees, Large rocks, Dusty when dry, Unguarded turns with steep drops, Narrow trail/roads, Cows and other livestock, Slippery when wet, Fire hazard at all times.

I have read this section, and initial to show that I understand and agree: _____

ACKNOWLEDGEMENT OF EFFECT OF THIS RELEASE AGREEMENT

I understand and acknowledge that by initialing and/or signing this document I have given up certain legal rights and/or possible claims which I might otherwise assert or maintain against Kahoma Ranch Tours, its agents or employees, and other persons or entities, including specifically, but not limited to, rights arising from or claims for the acts or omissions negligence in any degree, of Kahoma Ranch Tours, its agents or employees, and all other persons or entities.

I have read this section, and initial to show that I understand and agree: _____

ENTIRE AGREEMENT

I understand that this is the entire Agreement between myself and Kahoma Ranch Tours, its agents or employees, and that it cannot be modified or changed in any way by the representations or statements of any employee or agent of Kahoma Ranch Tours, or by me.

I have read this section, and initial to show that I understand and agree: _____

My signature below indicates that I have read this entire document or had it explained to me if I do not read or speak English, and that I understand it completely and agree to be bound by its terms.

SIGNATURE OF PARTICIPANT:_____

SIGNATURE OF PARENT/GUARDIAN (if under age18):_____