

**Exhibit "B"**

**ACCEPTANCE OF RESPONSIBILITY AND RELEASE OF LIABILITY**

**PLEASE READ CAREFULLY:**

**WARNING:** There are significant elements of risk in any adventure, sport or activity associated with saddle animals including but not limited to horses, mules, and burros (referred to herein as "Activity"), and the use of any equipment therewith.

**ACKNOWLEDGMENT OF RISKS:** I understand and acknowledge that saddle animals can act unpredictably; that wind, weather conditions, movement, or noise may frighten or cause the animal to move suddenly and/or swiftly; that certain risks are normally involved in riding including but not limited to collisions, falls, and equipment failure; that I may suffer accidents or illnesses in remote places where there are no available medical facilities; that wearing a helmet is a basic precaution; and that no warranty of any kind, express or implied, is being made as to the habits, dispositions, suitability, nature or physical condition of any animal. I also realize that participation in any activity can result in personal injury, accidents and/or illness including but not limited to sprains, broken bones, head injuries, paralysis, dismemberment or death as well as damage to or loss of personal property. I acknowledge that I have been fully advised of the dangers inherent in participating in the Activity.

**EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:** In recognition of the inherent risks of the Activity which I and/or any minor children for whom I am responsible, will engage in, I confirm that I am and/or we are physically and mentally capable of participating in the Activity and using the animal and equipment. I/We participate willingly and voluntarily and I assume full responsibility for personal injury, accidents or illness including death. I assume responsibility for damage or loss of personal property as the result of any accident that may occur in connection with participation in the Activity.

**RELEASE:** In consideration of services or property provided, I, for myself and any minor children for which I am parent, legal guardian or otherwise responsible, any heirs, personal representatives, successors, or assigns, do hereby release Young Men's Christian Association of Honolulu ("YMCA"), the Hawaii Polo School and Training Foundation and Hawaii Polo Beach Front Trailrides (collectively, "Released Parties"), and each of their principals, directors, officers, agents, employees and volunteers (collectively "Agents"), from any and all liabilities, claims, actions, damages, penalties, suits, costs or expenses of any nature whatsoever, in law or equity, arising out of or in any way related, directly or indirectly, to my participation in the Activity, and hereby waive any claim for damage arising from any cause whatsoever to the extent provided by law. I hereby agree to indemnify and hold harmless each of the Released Parties and their Agents from and against all liabilities, claims, actions, damages, penalties, suits, costs or expenses of any nature whatsoever, in law or equity, incurred by any of the Released Parties and/or their Agents and arising out of or in any way related, directly or indirectly, to my or my minor child's participation in the Activity.

By signing this waiver and release, I acknowledge and represent that: (1) I have read the above waiver and release, understand it, and sign voluntarily; (2) I am over 18 years of age and am of sound mind; (3) I have no known physical or mental condition that would increase the likelihood of serious injury from such participation; and (4) in case of emergency, I give permission to have myself and/or my minor child taken to and treated at the nearest available medical facility.

I HAVE READ THE FOREGOING WARNING, ACKNOWLEDGMENT, ASSUMPTION AND RELEASE AND UNDERSTAND THAT BY SIGNING THIS DOCUMENT I MAY BE WAIVING VALUABLE LEGAL RIGHTS. EVERY PARTICIPANT OR USER, 18 YEARS OF AGE OR OLDER, MUST SIGN OPPOSITE HIS/HER NAME OR THAT OF ANY MINOR CHILDREN FOR WHICH HE/SHE IS RESPONSIBLE PRIOR TO PARTICIPATION IN THE ACTIVITY OR USE OF ANY EQUIPMENT OR ANIMAL.

\_\_\_\_\_  
Signature of Participant (or guardian on behalf of)    Print Name and Date    Address (optional)

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Participant is a  Beginning  Intermediate  Advanced Rider