

Syd Kapuamealani Zoll, MS, CCC-SLP License #SP-1661 Certified Autism Specialist www.walaautherapy.com

## RELEASE OF LIABILITY AGREEMENT

In exchange for participation in <u>Hippotherapy/Speech/language therapy</u> (the "Activity") by <u>Wala'au</u> <u>Therapy, LLC.</u> and <u>Syd Kapuamealani Zoll, MS, CCC-SLP</u> located at <u>2148 Awapuhi St., Hilo, HI 96720</u> and <u>27-2387A Hawai'i Belt Rd, Papa'ikou, HI 96781</u> ("Releasee"), I hereby agree as follows:

- 1. I and anyone claiming on my behalf release and forever discharge Releasee and its affiliates, successors and assigns, officers, employees, representatives, partners, agents, and/or anyone claiming through them (collectively, the "Released Parties"), in their individual and/or corporate capacities from cause of action of any nature and kind, known or unknown, which I may have against Releasee or any Released Parties arising out of or relating to any injury, loss or damage to person and property that may be sustained as a result of participation in the Activity ("Claims").
- 2. I, understand that Hawaii Law (*Act 249, 1994 Hawaii Legislative Session, effective June 29, 1994/HRS 6638*) limits the civil liability of persons sponsoring equine (horse, pony, mule, donkey, or hinney) activities. I understand that there are inherent risks of injury, including death, when participating in an equine activity, which risks include but are not limited to (1) the propensity of an equine to behave in ways that may result in injury or death to persons on or around them, (2) the unpredictability of an equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals, (3) hazards such as surface and sub-surface conditions, (4) collisions with other equines or objects, and (5) the potential negligence of another participant, such as failing to maintain control over the equine, or not acting within the participant's ability.
- 3. I understand that participation in the Activity involves inherent risks, including risk of physical or psychological injury, pain, suffering, illness, temporary or permanent paralysis and/or death, and I assume all related risks and voluntarily participate in the activity.
- 4. This Release for Participation in the equine activity shall not be in any way constructed as an admission by the Releasee that it has acted wrongfully with respect to me or any other person, that it admits liability or responsibility at any time for any purpose, or that I have any rights whatsoever against the Releasee.
- 5. I agree to indemnify Releasee against an and all claims, actions, lawsuits, damages and judgements, including attorneys fees, arising out of or relating to participation of myself or minor in the Activity.
- 6. I have carefully read and fully understand all the provisions of this Release and am freely, knowingly and voluntarily entering into this Release.

## Please complete the information below. If you are 18 years or younger, a parent/legal guardian must sign on your behalf. \*

Name

Relation: Phone #(