

**CAMP HO'OKENA**  
**CAMPING/BEACH GEAR RENTALS**  
**LIABILITY RELEASE AND ASSUMPTION OF RISK**

**PLEASE READ CAREFULLY. INITIAL EACH PARAGRAPH. PRINT REQUIRED INFORMATION AND SIGN.**

In consideration of the services of Friends of Ho'okena Beach Park (FOHBP), its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in the capacity on their behalf (hereinafter collectively known as FOHBP), I hereby agree to release, indemnify and discharge FOHBP on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows

1. \_\_\_\_\_ I acknowledge that I am renting camping and/or beach gear.
2. \_\_\_\_\_ I expressly agree and promise to accept and assume all risks existing in renting and using the rental gear.
3. \_\_\_\_\_ I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless FOHBP and the County of Hawai'i from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or use of FOHBP's equipment or facilities', including any Claims which allege negligent acts or omissions of FOHBP.
4. \_\_\_\_\_ Should FOHBP or anyone acting in 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 costs and fees.
5. \_\_\_\_\_ I certify that I have adequate insurance to cover any injury or damage I may cause or suffer, 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.
6. \_\_\_\_\_ I attest that I am of lawful age (18 years) and legally competent to sign this liability and damage release waiver and that the terms herein are contractual and not a mere recital and that I have signed this document of my own free act.

By signing this document, I acknowledge that if anyone is hurt or property 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 FOHBP on the basis of any claim from which I have released them herein.

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

Signature of Renter: \_\_\_\_\_ Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Date: \_\_\_\_\_

**DAMAGE POLICY**

**Deposit:** Current, valid photo identification (driver's license or passport) will be retained as a security deposit. A \$100 deposit fee will also be required at the time of equipment checkout. The fee does not apply to boogies board and other beach accessories rentals.

**Damage/Dirty/Lost Policy:** If rental equipment is returned in damaged or dirty condition, the renter will be responsible for cleaning and repair costs. Shop rate will be charged (\$15/hr) plus any parts and materials for cleaning or repair. Replacement cost for lost, stolen or destroyed rental equipment is full retail value. Expenses incurred under this policy will be charged to the deposit.

ID# (Driver's License/Passport) \_\_\_\_\_ STATE: \_\_\_\_\_ TYPE: \_\_\_\_\_

Vehicle ( Make): \_\_\_\_\_ Model & Color: \_\_\_\_\_

License Plate: \_\_\_\_\_

Loss and damage deposit confirmation. I agree to perform the obligation set forth in this agreement.

Signature of Renter: \_\_\_\_\_ Date: \_\_\_\_\_

# PRIVACY POLICY

The information contained in this agreement will be used for rental purposes only. FOHBP and its staff will secure photo IDs and the information contained herein to prevent access by third parties.

Check Out Date/Time: \_\_\_\_\_

Deposit Received: Yes \_\_\_\_\_ NO \_\_\_\_\_

Photo ID Received: Yes \_\_\_\_\_ NO \_\_\_\_\_

Loading Employee Signature: \_\_\_\_\_

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

Return Date/Time: \_\_\_\_\_

Deposit Returned: Yes \_\_\_\_\_ NO \_\_\_\_\_

Photo ID Returned: Yes \_\_\_\_\_ NO \_\_\_\_\_

Loading Employee Signature: \_\_\_\_\_

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## List Equipment Checked Out

## Returned?

- |           |                    |
|-----------|--------------------|
| 1. _____  | Yes _____ NO _____ |
| 2. _____  | Yes _____ NO _____ |
| 3. _____  | Yes _____ NO _____ |
| 4. _____  | Yes _____ NO _____ |
| 5. _____  | Yes _____ NO _____ |
| 6. _____  | Yes _____ NO _____ |
| 7. _____  | Yes _____ NO _____ |
| 8. _____  | Yes _____ NO _____ |
| 9. _____  | Yes _____ NO _____ |
| 10. _____ | Yes _____ NO _____ |