

**CAMP HO'OKENA
KAYAK 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 sea kayaking entails known and unanticipated risks which could result in the physical and emotional injury, paralysis, death or damage to myself, to property, or to third parties.
 - a. The risks include, but are not limited to: boat capsizes; tidal conditions and currents; collision with objects and other watercraft; prolonged exposure to cold water, hypothermia, accidental drowning, mental anguish or trauma; illness in remote areas; exposure to sun, strong wind, cold, storms, large waves, eddies, and lightning; aggressive or poisonous marine life; wrist, arm, shoulder or back injuries; slips and falls while walking to/and from the kayak; and rapidly changing weather conditions.
2. _____ I agree to use the life jacket that is being provided by FOHBP and that I am properly using the life jacket. It is my responsibility to seek advice and understand the proper use of the life jacket.
3. _____ I expressly agree to stay near and within a safe distance from the shoreline, pending wave activity, and I understand that strong currents and changing weather conditions make it unsafe to venture far from the shoreline.
4. _____ I expressly agree and promise to accept and assume all 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 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.
6. _____ 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.
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. _____ 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 Participant: _____ Print Name: _____

Address: _____

Phone: _____ Date: _____

**PARENTS OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)**

In consideration of _____ print minor's name(s) (Minor)(s)
Being permitted by FOHBP to participate in use of its equipment and facilities, I further agree to indemnify and hold harmless FOHBP 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 am authorized to provide this indemnification in behalf of said Minor.

Parent/Guardian, Print Name: _____

Signature: _____ Date: _____

DEPOSIT/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.

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: _____

CONTACT INFORMATION

HOTEL/ACCOMMODATIONS & TWO EMERGENCY CONTACTS ARE REQUIRED

Print Hotel/Accommodations Name: _____

Address: _____ Phone: _____

Print Hotel/Accommodations Name: _____

Address: _____ Phone: _____

#1/ Emergency Contact Name: _____ Phone: _____

#1/ Emergency Contact Name: _____ Phone: _____

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 _____ |