



Release of Liability & Receipt of Possession
READ CAREFULLY - THIS LIMITS OUR LIABILITY

An agreement between Hale Ko'olau, LLC and : \_\_\_\_\_
(Hereinafter referred to as the lessee). (Please print your legal name)

WHEREAS, the lessee desires to rent from Hale Ko'olau, LLC a rental unit located on the grounds of Hale Ko'olau, defined by State of Hawaii Tax Map Keys: 1-5-4-11-38, 1-5-4-11-31, 1-5-4-11-1, 1-5-4-11-37, 1-5-4-11-3 & 1-5-4-11-25 and commonly known as 54-231, 54-229A, 54-233, 54-225, 54-223, and 54-223A Kamehameha Highway, Hauula, Hawaii 96717 (hereinafter referred to as the property);

THEREFORE, the lessee hereby agrees that he/she shall not file any claim, action or lawsuit against Hale Ko'olau, LLC for costs or damages arising from lessee's use of the property.

1. LESSEE(S)

a. Lessee agrees that only the persons specified below are allowed on the property. Any and all guests of lessee not specified below must sign onto this liability waiver before entering the property or using any amenities. Guests of lessee that do not sign onto this liability waiver will be considered to be trespassing on private property. Lessee agrees to be held liable for the actions of his/her guests at all times and by doing so to save harmless Hale Ko'olau, LLC, its officers, managers, owners, or employees from any and all claims arising from their guest's use of the property.

b. The lessee(s) and/or authorized guests are as follows:

Table with 3 columns: Full Legal Name, Age, Signature. Rows 1-8.

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## 2. INGRESS & EGRESS

- \_\_\_\_\_
- Initial & Date*
- a. Lessee hereby acknowledges that he/she is using the property for the purpose of short term rental in "as is" condition at his/her own risk and agrees to exercise caution when entering, using, or leaving the property, including common areas and beach access and to otherwise conduct his/herself in a proper manner at all times during his/her stay. For the privilege of using this property lessee agrees to indemnify and save harmless Hale Ko'olau, LLC, its officers, managers, owners, or employees from any and all liability, negligence on the part of either party, loss, damage, injury, or death resulting from lessee's use of the property.
  - b. Lessee is made aware that the property is accessed via a driveway on Kamehameha Highway. Kamehameha Highway is the only road that connects the North Shore of O'ahu with Honolulu and as such can be very busy at various times of the day. Lessee agrees to exercise caution when entering and leaving the property and agrees to indemnify and save harmless Hale Ko'olau, LLC, its officers, manager, owners, or employees from any and all liability, negligence on the part of either party, loss, damage, injury, or death resulting from lessee's ingress and egress of the property via its driveway onto Kamehameha Highway.

## 3. SPA/ HOT TUBS

- \_\_\_\_\_
- Initial & Date*
- a. Lessee hereby acknowledges that he/she has been advised to consult a physician before using either the jetted bathtub (Lanikeha Rental Only) or the spas/hot tubs. Excessive and prolonged use of the tub or spas may be hazardous to children, the elderly, or persons of poor health. Lessee agrees to indemnify and save harmless Hale Ko'olau, LLC, its officers, managers, owners, or employees from any and all liability, negligence on the part of either party, loss, damage, injury, or death resulting from lessee's use of the jetted tub and/or Spas/Hot tubs.

## 4. OCEAN KAYAKS

- \_\_\_\_\_
- Initial & Date*
- a. Lessee hereby acknowledges that he/she has been advised of the dangers of kayaking, such as the risk of capsizing on wave breaks, and the existence of coral heads and/or rocks beneath the water's surface. Lessee further acknowledges that he/she has been advised to wear the personal flotation devices (life vests) provided by Hale Ko'olau, LLC and agrees to wear them at all times while using the kayaks. Lessee is also advised that if he/she considers the weather or surf conditions to be dangerous he/she should not use the kayaks. **There are no lifeguards on duty at Hale Ko'olau.** Lessee acknowledges that paddle sports can be very dangerous and physically demanding. Lessee understands that participating in paddle sports may involve serious injury or death. Lessee agrees to observe the following safety standards whenever using the kayaks:
    - i. Get paddle sport instruction specific to the type of kayak.
    - ii. Obtain certified first aid training and carry first aid and safety/rescue equipment.

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Section 3 A continued:

- iii. Always wear a nationally approved personal flotation device.
  - iv. Always wear a helmet where appropriate.
  - v. Dress appropriately for weather conditions; cold water and/or cold weather can result in hypothermia.
  - vi. Never paddle alone.
  - vii. Do not paddle in flood conditions.
  - viii. Be aware of appropriate river water levels, tidal changes, dangerous currents, and weather changes.
  - ix. Scout unfamiliar waters; portage where appropriate.
  - x. Do not exceed your paddling ability; be honest with yourself.
  - xi. Consult your physician prior to beginning your paddlesport training.
  - xii. You must not use alcohol or mind altering drugs prior to using kayaks.
  - xiii. If additional outfitting is added to the kayaks, use manufacturer's approved materials only; do not impair entry or exit access.
- b. Lessee acknowledges that Hale Ko'olau, LLC and its employees do NOT provide paddle sport instruction. Lessee agrees that he/she is using the kayaks "as is" and at his/her own risk. Lessee agrees to indemnify and save harmless Hale Ko'olau, LLC, its officers, managers, owners, or employees from any and all liability, negligence on the part of either party, loss, damage, injury, or death resulting from lessee's use of the ocean kayaks.

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*Initial & Date*

### 5. AUTOMOBILES/PARKING

- a. Lessee is hereby advised that he/she should lock his/her vehicle and remove all valuables when parked at Hale Ko'olau. Lessee acknowledges that Hale Ko'olau, LLC, its officers, managers, owners, or employees are not responsible in any way for acts of vandalism or theft that may occur on or to their vehicle during their stay at Hale Ko'olau. Lessee agrees to indemnify and save harmless Hale Ko'olau, LLC, its officers, managers, owners, or employees from any and all liability, negligence on the part of either party, loss, damage, injury, or death resulting from the use of the property's parking area.

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*Initial & Date*

### 6. PERSONAL PROPERTY

- a. Lessee is hereby advised to close all windows and lock the rental unit(s) when he/she is away from the property for any amount of time. Lessee acknowledges that Hale Ko'olau, LLC, its officers, managers, owners, or employees are not responsible in any way for acts of vandalism or theft that may occur on or to your personal property during your stay at Hale Ko'olau. Lessee agrees to indemnify and save harmless Hale Ko'olau, LLC, its officers, managers, owners, or employees from any and all liability, negligence on the part of either party, loss, damage, injury, or death resulting from the use of the property.

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*Initial & Date*

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## 7. HAZARDOUS MATERIALS

- a. Lessee hereby acknowledges that he/she has been made aware that hazardous materials and/or substances such as lead based paint, asbestos, and mold may be present in the property. Hale Ko'olau, LLC is unaware of the presence of any such materials and/or substances and has not conducted testing to determine if such substances exist. Lessee is made aware that mold and/or other microscopic organisms may exist on the property. Molds are simple, microscopic organisms, present everywhere. Mold spores may cause health problems. Mold will grow and multiply whenever sufficient moisture, temperature and organic material are present. Lessee agrees to indemnify and save harmless Hale Ko'olau, LLC, its officers, managers, owners, or employees from any and all liability, negligence on the part of either party, loss, damage, injury, or death resulting from the use and/or presence of any hazardous materials on the property.

\_\_\_\_\_  
*Initial & Date*

## 8. RECEIPT OF POSSESSION

- a. Lessee hereby acknowledges that he/she accepts possession of the rental unit described in the Rental Agreement between lessee and Hale Ko'olau, LLC, and by reference made a part hereof. Lessee further stipulates that the rental unit has been delivered in acceptable, clean, and safe condition as agreed upon and that they are satisfied with same.
- b. Lessee acknowledges that they have been provided with a full and accurate duplicate copy of this document for their records.

\_\_\_\_\_  
*Initial & Date*

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
*Signature of Lessee*

\_\_\_\_\_  
*Print Name*

**NOTE:** THERE IS NO WARRANTY ON PLAN LANGUAGE. An effort has been made to put this agreement into plain language. But there is no promise that it is in plain language. In legal terms, THERE IS NO WARRANTY EXPRESSED OR IMPLIED, THAT THIS AGREEMENT COMPLIES WITH CHAPTER 487A OF THE HAWAII REVISED STATUTES, AS AMMENDED. This means that Hale Ko'olau, LLC is not liable to any party who uses this form for any damages or penalty because of any violation of Chapter 487A.