



**Rental Equipment Agreement, Waiver and Release of Liability
Kayaks, Paddleboards and Related Equipment**

Stand-Up Paddle Board, River Float Tube & Kayak (Boat) and equipment agreement between See the Sea Maui LLC, Lahaina, Hawaii, herein called "Lessor", and the undersigned, herein called. "Renter". This agreement also constitutes a Wavier of Release Liability, whereby the Renter agrees to release, discharge, hold harmless, defend and indemnify See the Sea Maui LLC, and its owners, agents, officers, and employees from any and all, claims, actions or losses for bodily injury, property damage, wrongful death, loss of service or otherwise which may arise out of a Renter's use of Kayaking, Tubing or PaddleBoarding Equipment, premises or facilities or Renter's participation in kayaking, tubing or paddle boarding activities. By signing the document, Renter acknowledges that he/she specifically understands he/she (Renter) is releasing, discharging, and waiving any and all claims or actions that he/she may have at the present time, or in the future, for negligent acts, omissions or other conduct by the owners, agents, officers or employees of See the Sea Maui LLC.

Please initial each item and sign below to acknowledge acceptance of this agreement

____Renter shall obey all local state, federal and local Boating Regulations, laws, ordinances and lawful directives from appropriate emergency or law enforcement personal, while operating or renting boats or equipment from Lessor (See the Sea Maui LLC). Renter is solely responsible for any citation or violation occurring during the use of, or as a result of using, rental boats or equipment from Lessor (See the Sea Maui LLC).

____Renter represents that he/she is capable of safely operating and handling the Equipment and finds it in GOOD working order, condition and repair. Renter represents that he/she has adequate skills, knowledge and experience to safely complete the planned activity and that adequate preparations have been made to ensure safe completion of trip.

____Renter shall bear any and all risk and responsibility of and for any and all damage, loss or theft of the rental boats and/or equipment, or any portions thereof, including, but not limited to vandalism or theft, and shall pay the Lessor (See the Sea Maui LLC) the **FULL RETAIL COST of REPLACEMENT**. Ask for boat and equipment replacement price list.

____Renter shall return all rental boats and equipment on time and in same exact condition as received. Minimum charges for late returns, repairs, labor, cleaning and re-inflation will be applied in the event rental boats or equipment require repair, excessive cleaning or inflation. Renter agrees to use all equipment for its designed purpose only. Ask for list of minimum charges.

____**RECOGNITION OF RISK:** Renter expressly acknowledges that kayaking, tubing and Paddle boarding are activities with inherent risks of injury to persons and property. **Renter is aware of those risks and understands them FULLY.** Renter acknowledges that PFD's (lifejackets) are made available and that **ALL RENTERS ARE REQUIRED TO WEAR PFD'S/ LIFEJACKES AT ALL TIMES WHILE USING RENTAL BOATS AND EQUIPMENT.** Renter understands that a PFD does not remove all risks of injury or death; nor does PFD use make kayaking or Paddle boarding safe activities. Renter alone has determined the sufficiency of any safety gear or other precautions that the Renter decides to take to minimize the risks of said activity. No party related to the Lessor (See the Sea Maui LLC), including Owner and Employees, has made any representations regarding the safety, or the risks of the activity. **Renter expressly assumes all risks of the activity.**

____**RELEASE OF LIABILITY:** Renter hereby **RELEASES** Lessor (See the Sea Maui LLC), its owners and its employees from liability for negligence and **HOLD HARMLESS** the Lessor, its owners and its employees from any and all loss, expense or cost, including attorney fees, arising out of damages or injuries whether to persons or property, occurring as a result of the rental or use of said boat and/or rental equipment.

____This agreement constitutes the entire agreement between Lessor and Renter and no term may be voided or modified (including provision against oral modification) except in writing signed by both parties. There are no warranties, expressed or implied, by Lessor to Renter, except as contained herein, and Lessor shall not be liable for any loss or injury to Renter, nor to anyone else, of any kind or however caused. This agreement is one of bailment only, and Renter is not Lessor's agent while using said boat(s) or equipment. The laws in the state of Hawaii shall govern this agreement.

NON COMPLIANCE WITH THE ABOVE AGREEMENT MAY RESULT IN ADDITIONAL CHARGES FOR LOSS OR DAMAGE.

I have read and fully understand the above. I fully agree to the terms and conditions as stated. I fully agree to See the Sea Maui LLC's Refund Policy.

Signature: _____ Date: _____

Print Name: _____

Signature: _____ Date: _____

Print Name: _____

Signature: _____ Date: _____

Print Name: _____