

## Release of Liability/Assumption of Risk KAYAK & PADDLE-BOARD EQUIPMENT RENTAL AGREEMENT

Name _____	Date Rented _____	Date Due _____
Billing Address _____ _____	Date Returned _____ D/L No. _____	Rcvd By _____ State _____
Phone _____	Credit Card Type _____	Last 4 digits _____
Email _____	Signature* _____	
Local Address _____	<ul style="list-style-type: none"> <li>I authorize the Dive Center to charge my credit card the daily rate if equipment is not returned by due date.</li> <li>I authorize the Dive Center to charge my credit card for the loss or breakage of any and all equipment at the current replacement value.</li> </ul>	
Local Phone _____		

QTY	ITEM	SERIAL #	SIZE	DAILY RATE	AMOUNT	QTY	ITEM	SERIAL #	SIZE	DAILY RATE	AMOUNT
	Solo Paddle board with 1 paddle										
	Tandum Paddle board with 2 paddles										
	Solo Kayak with 1 paddle										
	Tandum Kayak with 2 paddles										
	Roof Racks										
					Subtotal					+ Tax	
										= Total	

TOTAL DAYS	TOTAL PER DAY	TOTAL DUE	RETURN DEPOSIT <input type="checkbox"/> CREDIT CARD <input type="checkbox"/> CASH
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Equipment prepared by \_\_\_\_\_  
(Diver Center Employee)

# Release of Liability and Assumption of Risk Agreement

## KAYAK & STAND-UP PADDLE EQUIPMENT RENTAL AGREEMENT

Please read carefully and fill in all blanks before signing.

THIS AGREEMENT is entered into between Makana O Kauai Scuba Adventures, a.k.a. Kauai Scuba Adventures and myself for the rental of kayak and/or stand up paddling equipment. This AGREEMENT is a release of my rights and the rights of my heirs, assigns or beneficiaries to sue for injuries or death resulting from the rental and/or use of this equipment. I personally assume all risks of kayak and/or stand up paddle activities, whether foreseen or unforeseen, related in any way to the rental and/or use of this equipment.

### Liability Release and Assumption of Risk Agreement

I understand and agree that Makana O Kauai Scuba Adventures, a.k.a. Kauai Scuba Adventures, and its employees, owners, officers, contractor, assigns or agents (hereinafter referred to as "Released Parties"), shall not be held liable or responsible in any way for any injury, death or other damages to me, my family, estate, heirs or assigns which may occur as a result of the rental and/or use of the equipment, or as a result of product defect, or the negligence of any party, including the Released Parties, whether passive or active.

I hereby acknowledge receipt of the equipment designated in this form. I affirm it is my responsibility to inspect all of the equipment and acknowledge it is in good working condition. I acknowledge that I should not conduct kayak or stand up paddle activities if the equipment is not functioning properly. I will not hold the Released Parties responsible for my failure to inspect the equipment prior to conducting kayak or stand up paddle activities or if I choose to kayak or stand up paddle with equipment that may not be functioning properly.

I understand that kayaking and stand up paddling are physically strenuous activities, that I will be exerting myself during these activities, and that if I am injured as a result of heart attach, panic, hyperventilation, drowning or any other cause, that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

I agree to reimburse Makana O Kauai Scuba Adventures, a.k.a. Kauai Scuba Adventures for the loss or breakage of any and all equipment at the current replacement value and to also pay for damages incurred while transporting the equipment. I agree to return the equipment in clean condition and to pay a cleaning fee if not returned cleaned.

I further state that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian. I understand the terms herein are contractual and not a mere recital, and that I have signed this Agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein.

I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns, and beneficiaries may have to sue the Released Parties resulting from my death. I further represent I have the authority to do so and that my heirs, assigns, or beneficiaries will be estopped from claiming otherwise because of my representations to the Released Parties.

I BY THIS INSTRUMENT AGREE TO EXEMPT AND RELEASE THE RELEASED PARTIES AND ALL RELATED ENTITIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH AS A RESULT OF RENTING AND/OR USING THE EQUIPMENT, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO PRODUCT LIABILITY OR THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

I HAVE FULLY INFORMED MYSELF AND MY HEIRS OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING BEFORE SIGNING BELOW ON BEHALF OF MYSELF AND MY HEIRS.

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date (day/month/year)

\_\_\_\_\_  
Signature of Parent/Guardian (where applicable)

\_\_\_\_\_  
Date (day/month/year)