

Please Initial Each Line.

_____ Hold Harmless and Indemnity Agreement: Customers agree to hold the United States (US) Government harmless and to indemnify for any patron misuse that results in a claim against the US Government.

_____ RENTOR expressly assumes all risks of using watercraft in any way during the rental and/or use of the equipment.

_____ RENTOR hereby acknowledges receipt of the equipment designated in this form is to be used for scuba diving, fishing, snorkeling and/or cruising and will not participate in any restricted activities such as spearfishing or using propelled spears.

_____ RENTOR hereby has completed the Kadena Marina safety course for the appropriate watercraft under the supervision of a Kadena Marina instructor.

_____ RENTOR acknowledges "Rules of the Sea" and boundaries in which Kadena Marina rental watercraft are authorized to operate in.

_____ RENTOR acknowledges that the equipment is in good working condition and that they have examined the equipment to ensure that it is free of defects, including the quantity of fuel.

_____ RENTOR also understands that Kadena Marina and its staff, owners, officers or other agents (hereinafter "Released Parties") shall not be held liable or responsible in any way for injury, death or other damages to the RENTOR, their family or heirs which may occur as a result of the rental and/or use of the equipment or as a result of product defect, negligence of any party including the Released Party whether passive or active.

_____ RENTOR agrees to reimburse Kadena Marina for the loss or damage of any equipment at the current replacement value.

_____ RENTOR agrees to return equipment in clean condition and pay \$50.00 cleaning fee if not returned clean.

_____ RENTOR acknowledges there is a minimum of a \$100.00 fee if the lower part of the engine is returned with any scratches or marks on it that need to be repaired.

_____ RENTOR understands that lifejackets will always be worn while on watercraft.

_____ RENTOR agrees that alcohol will NOT be allowed to be brought aboard or consumed while on watercraft.

_____ RENTOR agrees that at no time will there be propelled pole spears (Hawaiian Slings) or spear guns aboard any Kadena Marina vessels.

If the rentor does not adhere to the "Rules of the Sea" or is found to be operating outside of the Kadena Marian operating area, to include being inside the restricted areas, boating privileges will be revoked for the duration of the rentor's/rentor's sponsor's tour.

I, _____, understand the terms and that I have signed this
(Print Name)

document 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 constructed as though the unenforceable provision had never been contained herein.

Rentor's Signature

Date

Prepared by (Staff)

Kadena Marina Equipment Rental agreement, Liability Release

