

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS

This Release of Liability and Assumption of Risk Agreement ("Agreement") is entered into by the undersigned ("Participant"), in favor of **Be Squared Services, LLC**, a Hawai'i limited liability company, doing business as **Hawai'i Kine Camping** (collectively, "Company"), its owners, officers, employees, agents, contractors, volunteers, successors, and assigns (collectively, the "Released Parties").

By signing this document, you agree to release and hold harmless the Released Parties from all liability and claims for injury, death, property damage, or other loss that may result from your participation in activities and use of equipment provided by the Company.

1. ACKNOWLEDGEMENT OF RISKS

I, the Participant, understand and acknowledge that outdoor camping and recreational activities involve inherent and potential risks, hazards, and dangers that may result in personal injury, death, or property damage. These risks include but are not limited to:

- Use or misuse of camping equipment (e.g., tents, stoves, lanterns, air mattresses, chairs, tables, coolers, etc.)
- Risks of falling branches, uneven terrain, wildlife encounters, and inclement weather
- Fire, heat, or burns from cooking or campfires.
- Water-related activities including but not limited to swimming, snorkeling, wading, and beach games, which involve risks of drowning, injury, and death.
- Injuries related to the use of Company-provided leisure equipment or games (e.g., beach games, hammocks, snorkel gear)
- Failure of equipment, acts of nature, or other forces beyond the control of the Company.
- Participant's own negligence or the negligence of others

2. ASSUMPTION OF RISKS

I fully understand the nature of camping and outdoor activities, and I voluntarily assume all known and unknown risks associated with my participation. I affirm that I am in good physical condition to participate and have no known health restrictions that would endanger me or others during such activities.

3. RELEASE OF LIABILITY AND WAIVER OF CLAIMS

In consideration for being permitted to rent and/or use equipment or services from the Company:

I, on behalf of myself, my heirs, successors, assigns, personal representatives, and next of kin, hereby voluntarily and irrevocably:

- **Release, discharge, and agree not to sue** the Released Parties for any and all claims, actions, damages, losses, or liabilities for injury, death, or property damage related to my participation, whether caused by negligence, breach of contract, or otherwise, to the fullest extent permitted by law;
 - **Waive any and all claims** I may have against the Released Parties arising from participation in the services and activities provided.
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4. INDEMNIFICATION AND HOLD HARMLESS

I agree to **indemnify, defend, and hold harmless** the Released Parties from and against any and all claims, suits, demands, liabilities, damages, losses, attorney's fees, and costs of any kind resulting from:

- My participation in activities provided by the Company.
 - My use or misuse of Company equipment
 - My violation of any applicable laws or County of Hawai'i camping regulations
 - My negligence or willful misconduct
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5. COMPLIANCE WITH COUNTY OF HAWAI'I REGULATIONS

I agree to comply with all campground and park rules and regulations established by the **County of Hawai'i**, including but not limited to those described in the official **Camping Regulations (rev 1-2014)**, available at the County website. I understand that failure to follow these rules may result in termination of services, removal from the campsite, or legal consequences.

6. MEDICAL TREATMENT

I understand that the Company does not provide medical services. In the event of injury or medical emergency, I authorize the Company to call emergency medical services at its discretion. I am solely responsible for all costs associated with medical treatment and transport.

7. USE OF EQUIPMENT

I agree to inspect and use all equipment provided by the Company in a safe and responsible manner. I will report any damage or concerns immediately to the Company. I understand and agree that:

- I am fully responsible for all Company property and equipment while it is in my possession or use.
 - I will be held financially responsible for **the full replacement cost** of any Company equipment that is **lost, stolen, broken, or misplaced**, whether due to negligence, misuse, or failure to secure the items.
 - A current equipment inventory and price list is available upon request. The Company reserves the right to determine the value of damaged or lost items and will charge accordingly.
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8. MINORS

If I am signing on behalf of a minor child (under 18), I represent and warrant that I am the minor's legal parent or guardian and have the legal authority to sign this Agreement. I agree to be bound by its terms on behalf of the minor and to indemnify the Released Parties for any claims brought by or on behalf of the minor.

9. PHOTOGRAPHY/VIDEO RELEASE

I grant permission for the Company to use any photographs or video footage taken during my camping experience for marketing and promotional purposes, unless I provide written notice requesting otherwise.

10. SEVERABILITY & GOVERNING LAW

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the State of Hawai'i, and any legal action shall be brought exclusively in a court of competent jurisdiction in Hawai'i County.

11. ACKNOWLEDGEMENT OF UNDERSTANDING

I HAVE CAREFULLY READ THIS AGREEMENT. I FULLY UNDERSTAND ITS TERMS, INCLUDING THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. I SIGN THIS AGREEMENT FREELY AND VOLUNTARILY, WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME.
