

# All in Adventures, LLC - Paddle Board Rental Agreement, Waiver of Liability, and Release

**Notice: This is a legally binding agreement. By signing, you are giving up certain legal rights, including the right to sue. Please read the entire document carefully before signing.**

## Renter Information:

Full Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

This agreement is entered into between the renter named above ("Renter" or "I") and **All in Adventures, LLC** ("Company").

## 1. Assumption of Inherent Risks & Dangers

I, the Renter, acknowledge that stand-up paddle boarding is an inherently dangerous activity. I understand that I will be engaging in activities in an uncontrolled natural environment, including open ocean, bays, and freshwater rivers, which present significant risks. I voluntarily assume all risks, known and unknown, including but not limited to:

- **Environmental Hazards:** Strong currents, large and unpredictable waves, high winds, sudden and severe weather changes, and extreme heat or sun exposure.
- **Marine Hazards:** Encounters with dangerous marine life (e.g., sharks, jellyfish, sea urchins), sharp coral reefs, and submerged objects like rocks and debris.
- **Equipment Failure:** The potential for equipment to malfunction or fail, even with proper maintenance.
- **Personal Risks:** Drowning, falling, collisions with other watercraft or objects, physical overexertion, dehydration, and other personal injuries up to and including permanent disability and death.
- **Negligence of Others:** The risk of injury from the actions or inaction of other people, including other renters, boaters, and beachgoers.

I understand that the description of risks in this agreement is not complete and that other unknown or unanticipated risks may result in injury or death.

## 2. Renter's Competency and Rules of Conduct

- **Swimming Ability:** I hereby declare that I am physically fit and possess adequate swimming skills to handle the water conditions for my rental.
- **Minimum Age:** I certify that I am at least 18 years of age. If I am signing on behalf of a minor, I certify they are at least 14 years of age and will be supervised by an adult.
- **Rules of Conduct:** I agree to abide by all rules of the Company:

- **Life Vests (PFDs) and Leashes are MANDATORY.** I will wear the provided PFD and use the ankle leash at all times while on the water.
- **Condition Assessment:** I will not launch in high surf or high wind conditions. I agree to consult with a lifeguard about current conditions before entering the open ocean.
- **Boundaries:** I will not paddle further from shore than I can comfortably and safely swim back.
- **No Impairment:** I will not consume alcohol, illegal drugs, or any substances that could impair my judgment or abilities before or during the rental period.

### 3. Equipment Use and Responsibility

- **Inspection:** I acknowledge that I have had the opportunity to inspect all rental equipment (including board, paddle, ankle leash, PFD, whistle, and waterproof phone case) prior to use. I accept the equipment "as is" and agree that it is in good, safe, and working condition. I will immediately cease using and report any equipment that becomes unsafe or malfunctions during my rental.
- **Damage, Loss, or Theft:** I accept full financial responsibility for the equipment rented to me. I agree to pay for any loss, theft, or damage to the equipment beyond normal wear and tear, up to the full replacement cost of the item(s).

### 4. Waiver of Liability, Indemnification, and Release

In consideration for being permitted to rent equipment from the Company, I, for myself and on behalf of my personal representatives, heirs, and next of kin:

- **Hereby WAIVE, RELEASE, AND DISCHARGE** All in Adventures, LLC, its members, managers, employees, and agents from any and all liability, claims, demands, or causes of action for any injury, disability, death, or loss/damage to person or property, whether arising from the **negligence of the Company** or otherwise.
- **Hereby AGREE TO INDEMNIFY AND HOLD HARMLESS** the Company from any and all liabilities or claims made by other individuals or entities as a result of my actions or any actions of a minor for whom I am signing.

### 5. Emergency Procedures & Medical Authorization

I understand that in the event of an emergency, I should use the provided whistle, wave my arms for help, or call 911 if I am able. The Company's 24-hour contact line is for non-emergency assistance. I hereby authorize the Company to secure emergency medical treatment on my behalf if they are unable to reach my emergency contact and a medical professional deems it necessary. I agree to be responsible for all costs associated with such medical care and transport.

### 6. Photo and Media Release

I hereby grant All in Adventures, LLC permission to use any photographs, video, or other media recordings of me and any minor I am signing for, taken during the rental period, for any legitimate purpose, including marketing and advertising, without remuneration.

### 7. Jurisdiction

This agreement shall be governed by and interpreted in accordance with the laws of the State of Hawaii. Any legal action or proceeding arising out of this agreement shall be brought exclusively in the state or federal courts located in Honolulu County, Hawaii.

**I HAVE READ THIS ENTIRE RENTAL AGREEMENT, WAIVER OF LIABILITY, AND RELEASE. I FULLY UNDERSTAND ITS TERMS AND RECOGNIZE THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AM SIGNING IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

**Renter's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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**Parent/Guardian Waiver for Minors (If Applicable)**

I, the undersigned parent or legal guardian, acknowledge that I have read the above agreement and am signing on behalf of the following minor(s). I accept full responsibility for their safety and agree to all the terms and conditions on their behalf, including the waiver of liability and indemnification clauses.

**Minor's Full Name(s):** \_\_\_\_\_

**Parent/Guardian Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_