

Vacation Rental Liability Waiver

I, _____ (“Releasor”), a visitor to and short term vacation renter of the property commonly known as Waterfalling Estate located at 32-1056 Old Mamalaloa Highway in Ninole, HI (the “Property”) acknowledge and agree:

1. The Property is rugged – perched on a high cliff overlooking the ocean, between two waterfalls, with a full tennis court, Olympic swimming pool and platform dive, and golf course.
2. The pool is not fully fenced, and the back yard ends in a steep cliff overlooking the ocean. The pool is not heated.
3. I am also aware that my stay at the Property involves risks that may result in serious bodily injury and/or death. Some of the risks include, but are not limited to, drowning, falling, sports injury, slips, trips, falls, cuts, adverse weather conditions, the acts or omissions of guests or visitors on the Property during my stay, and the condition of the Property. I understand that the description of the risks in this Release of Liability, Waiver of Claims and Assumption of Risk (the “Document”) is not complete and that other risks or events that are known or unknown, anticipated or unanticipated may result in serious bodily injury and or/death.
4. In consideration of being permitted to rent and stay at the Property, I agree on my own behalf, my family, any and all guests, and invitees that I am fully responsible for any and all risks of injury or death. **I hereby release and hold harmless Waterfalling Estates and its members, principals, agents, officers, employees, and representatives (collectively “Releasees”) as well as the owner of the Property.**
5. I understand and acknowledge that being in or near the ocean present various risks and hazards, including strong currents, unexpected wave activity, floating debris and other potential hazards. I assume all such risks associated with being near or in the ocean, including the obligation to notify all guests of such risks.
6. I agree to fully and forever release and discharge, and not to sue Releasees for any injuries or damages, including bodily injury or property damage that

may result from or be related in any way to my rental and stay at the Property. I further agree to indemnify and defend Releasees, through their own choice of counsel, against any and all claims arising out of or related in any way to my rental of the property, including claims by third parties.

7. I agree that any claims arising out of my rental and any claims of damage or injuries at the property will be determined by binding arbitration before a single arbitrator in Hawaii. I understand that I, as well as Releasees, are waiving the right to a jury trial.

I ACKNOWLEDGE THAT I HAVE READ THIS ENTIRE DOCUMENT AND THAT I UNDERSTAND ITS TERMS AND AGREE TO BE BOUND BY THEM. I UNDERSTAND THAT THIS DOCUMENT APPLIES TO AND SHALL BE EFFECTIVE AND BINDING UPON ME, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVE, ESTATE, AND ALL MEMBERS OF MY FAMILY, MINORS, INVITEES, AND OTHERS IN MY CARE, CUSTODY OR CONTROL, AND AGREE TO ADVISE ALL SUCH INDIVIDUALS OF THIS DOCUMENT AND CAREFULLY SUPERVISE THEIR USE OF PROPERTY.

Name of Guest/Releasor

Signature of Guest/Releasor

Date

Child(ren) under 18 years of age:

