

WAIKOLOA CANOE CLUB OC-1/OC-2 ANNUAL RENTAL AGREEMENT

Waikoloa Canoe Club, Inc., P.O. Box 384287 , Waikoloa, Hawaii 96738

Owner(s): _____

Telephone: _____ Email: _____

OC-1 or OC-2 (circle one) Manufacturer: _____

Model: _____ Color: _____

All Waikoloa Canoe Club Members have the privilege of an annual rack space for their OC-1/OC-2, space permitting and priority established on the waiting list in accordance with the following terms and conditions:

1. To maintain a rack space, the member must be current on annual dues. Racks will be renewed annually. The rental period begins January 1 and ends on December 31 of the same year. Rack space is not transferable to a second party under any circumstance. If a canoe is sold, the new owner must apply for a position and is subject to any existing wait list. Subleasing is not permitted.

2. Racks are for active paddlers only, not for long term storage of canoes that are not being used. Depending on demand, the Board may require that inactive canoes be removed to make room for persons on the wait list. WCC Board retains the right to move the racks or re-assign spaces as needed to meet the overall needs of the club.

3. The use of the canoe is for the WCC member. If a WCC member allows other individuals to use his canoe on a regular basis, those individuals must pay membership dues and abide by all club rules. Non-members' use of a canoe on a regular basis can result in WCC termination of this agreement and removal of the member's canoe.

4. Racks are for OC-1/OC-2 usage exclusively. 1 space per single membership, 2 spaces per family membership.

5. Rack rental fee is \$150 per year (per canoe space) in addition to club membership dues. If fees are not received by January 15, the space will be considered forfeited, abandoned, vacant, and reassigned. The canoe and any other property will be removed. Notification will be provided by email or telephone three days prior to removal.

WAIVER AND RELEASE OF LIABILITY In consideration of my being allowed to store my canoe, as approved, on the storage racks at the Waikoloa Canoe Club site at Anaeho'omalū Bay, I hereby release, waive and discharge WCC, Inc, d/b/a/ Waikoloa Canoe Club, its directors, officers, and members, Moku O Hawaii Canoe Racing Association, Hawaii Canoe Racing Association, Waikoloa Land Company, Waikoloa Development Co., AtPac (Hawaii) LP, Kolea Condominiums, Hilton Waikoloa Village, Lanpar/HTL, Lonomakua Partners, LLC, Transcontinental Development (Hawaii) Co, Waikoloa Beach Association, Waikoloa Beach Marriott, Waikoloa Land and Cattle Co., and Waikoloa Resort Association and their respective officers, members, agents, successors and assigns from all liability to me, my family, my guests, or others using the storage and other facilities at the Waikoloa Canoe Club Sight, for any and all personal injury or loss or damage to my property caused or alleged of said storage rack and surrounding facilities at the Waikoloa Canoe Club sight, for any and all personal injury or loss or damage to my property caused or alleged of said storage and/or removal procedures related thereto. I assume all risks related to use of the storage rack and surrounding facilities. I understand and acknowledge that no security is provided and that I am solely responsible for ensuring that my canoe and/or other sporting equipment is properly secured and locked as to prevent or discourage theft and to prevent my boat from falling or being blown off its location.

Signature: _____ Date: _____

PRINT NAME LEGIBLY: _____