

MUST BE SIGNED BY EACH GUEST AND RETURNED WITH FINAL PAYMENT

OR RESERVATION MAY BE CANCELLED

Sunshine Ponte, LLC

27 Kona Bay, Kona, Hawaii

RELEASE OF LIABILITY, AGREEMENT NOT TO SUE

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS

READ IT CAREFULLY

I, _____, AM AWARE THAT BEING IN OR AROUND POOLS, PONDS, WATERFALLS, DECKS, PATIOS, LANAIS, LANDSCAPING AND OTHER HOME STRUCTURES ENTAIL CERTAIN RISKS. I ASSUME THE RISK(S) OF PERSONAL INJURY, ACCIDENTS AND/OR ILLNESS, INCLUDING BUT NOT LIMITED TO SPRAINS, TORN MUSCLES, AND/OR LIGAMENTS; FRACTURES OR BROKEN BONES; EYE DAMAGE; CUTS, WOUNDS, SCRAPES, ABRASIONS, AND/OR CONTUSIONS; DROWNING, AND/OR HEAD, NECK, AND/OR SPINAL INJURIES; SHOCK, PARALYSIS, AND/OR DEATH.

I AM VOLUNTARILY PARTICIPATING IN THIS ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED, AND HEREBY AGREE TO ACCEPT FULL RESPONSIBILITY FOR THE RISKS INVOLVED.

PLEASE INITIAL _____

In consideration of being allowed to be a guest and/or lessee at this property and being permitted to use the property and facilities, I agree as follows:

Please Initial All of the Following:

_____ 1. I agree that I WILL NOT SUE, or otherwise make any claim against any released party for any loss, injury or damage resulting from use of the property or any participation in the above-listed activities.

_____ 2. I agree that the Released Parties SHALL NOT BE HELD LEGALLY RESPONSIBLE for any loss, injury or damage to myself resulting from the negligence or other acts however caused, of the Released Parties.

_____ 3. I agree that my participation in the above-listed activities will be conducted with the utmost vigilance and common-sense with safety in mind at all times. I further agree to follow at all times the house and pool rules and requests of the Released Parties and I acknowledge having read and agree to the pool rules on the reverse side of this agreement.

_____ 4. I understand and agree that any facilities or equipment which I may use of the Released Parties during this activity, I use at my own risk and it is expressly understood and agreed that the Released Parties SHALL NOT BE LIABLE for any loss, damage, or injury resulting from use of the said

facilities or equipment. I agree to thoroughly inspect all facilities and equipment before my use to determine its condition suitable for use.

_____ 5. I also agree TO RELEASE AND HOLD HARMLESS the Released Parties, its employees, members, shareholders, principals, employees, agents, or contractors from all actions, claims, or demands for myself, my heirs or personal representatives for any loss, injury, or damage resulting from my use of the property or participation in the above-listed activities. The terms of this release shall also be binding as to any other persons, including all family members, heirs, executors, guests or administrators, and including any minors which may accompany me.

_____ 6. I am over the age of 18 years of age/or my legal guardian has also read, initialed and signed this release below my signature.

_____ 7. EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: In recognition of the inherent risks of the facilities on this property and the activity which I and any minor children to which I am responsible, will engage in, I confirm that I am (we are) physically and mentally capable of participating in the activity and using the facilities with the utmost of care. I understand that there is no life guard on duty and I am solely responsible for the safety and supervision of minor children, myself and my guests. I am totally aware of the risks, and expressly assume all of the risks and take full responsibility.

_____ 8. If any portion of this Release is held invalid the balance of the Release shall remain in full legal force and effect.

_____ 9. AUTHORIZATION for MEDICAL TREATMENT:: I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the activity. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my behalf.

Definitions: Wherever "Released Parties" is used it is intended to mean the property owner, Sunshine Pointe LLC, and their members, shareholders, principals, agents, employees, affiliates and assigns all as RELEASED PARTIES..

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND the RELEASED PARTES AND I SIGN OF MY OWN FREE WILL. In the event of any dispute under this agreement I consent to arbitration in Denver, Colorado under the rules of the American Arbitration Association. If a releasing party initiates arbitration or any legal proceeding against any of the Released Parties, the costs of arbitration and litigation, including without limitation, reasonable attorney's fees shall be paid by the releasing party.

RESERVATION # 13__ - __ _ _ _ _

Date: _____ Signature: _____ Print

Name: _____

(Signature of Parent or Guardian)

Please list all children: _____
