

**(TERMS AND CONDITIONS) GUARANTEED GUEST COUNT.** The charges for the rental of camp are determined by the amount of guests projected by renter. Guaranteed renter guest numbers may be decreased by providing prior written notice to Maui BSA. A decrease of no more than 10% of the guaranteed guests for this reservation may be requested by such written notice up to thirty (30) days prior to the arrival date. No decrease will be accepted after that date. **DEPOSIT/PAYMENT: Total camp rental charges are to be paid as follows:** 1. Upon execution of this contract your non-refundable deposit set forth above is due and payable. 2. Sixty (60) days prior to the arrival date an additional payment of 50% of the total charges set forth above is due and payable. 3. Fourteen (14) days prior to the arrival date a payment of the balance of total charges set forth above is due and payable. Please note: DEPOSITS are non-refundable. See Cancellation Policy (TERMS AND CONDITIONS) regarding cancellations. **CANCELLATION POLICY:** 1. Any request for cancellation must be directed in writing to Maui BSA at its address in Wailuku, Maui, Hawaii. 2. Cancellations for the 9 months of January-May and September-December will be accepted sixty (60) days prior to the arrival date (ninety [90] days in the case of exclusive camp use contracts). **Cancellations for summer months** – June, July and August -- will be accepted no less than 120 days (4 months) prior to the arrival date. Non-refundable deposits will be retained by the MAUI BSA. 3. Any cancellation requested less than sixty (60) days prior to the arrival date, for 9 month contracts, will result in forfeiture of 50% of total charges. 4. Due to the seasonal demand, any cancellation requested for the summer months of June, July, August requested less than 120 days (4 months) prior to arrival

date will result in forfeiture of 50% of total charges. Payment will be due at the time of cancellation. 5. Any cancellation on or after the arrival date will result in forfeiture of 100% of the total charges. **CERTIFICATE OF INSURANCE.** Any group which is a formal entity i.e. corporation, partnership, non-profit corporation, etc., must provide Maui BSA with proof of liability insurance, of a minimum of one million dollar of liability coverage, which names the Maui County Council, Boy Scouts of America as additional insured for the designated period of usage. Maui BSA is not responsible for any injury incurred by any group participant. **GROUP AGREEMENT CONDITIONS:** **1.** This contract must be signed by the group representative and returned to Maui BSA with a non-refundable deposit as set forth above to secure the usage dates. No usage dates will be secured without an executed contract. **2.** Exclusive use fees are due on execution of this contract if groups request exclusive use of camp. **3.** Cancellation policy will be strictly adhered to by Maui BSA. Renter should assure that its group refund cancellation policy reflects the cancellation policy in this contract. **4.** Program fees paid are based on the computation of total overnight and daily participants as well as optional charges. If actual number of participants set forth under basic charges exceeds the amount projected herein additional fees will be due and payable at the Scout Office in advance on the arrival date. **5.** Group agrees to pay, upon demand, the costs of any repair, replacement, cleaning, or other work necessary to restore, and/or repair the camp, its equipment and/or its facilities to original condition prior to group's use and occupancy. **6.** Group agrees to pay, upon demand, any costs and expenses incurred by the Maui BSA (including without limitations,

attorneys' fees and court costs) in enforcing any of its rights or remedies under the signed rental contract. **7.** The camp contract contains the final and entire agreement between Maui BSA and group with respect to the occupancy of camp by group and may be amended only in writing. **8.** Check-in must be scheduled with Maui BSA prior to arrival date. Checkout must be scheduled with Maui BSA prior departure date. **NO EXCEPTIONS.** **9. NO illicit drugs/substances or alcoholic beverages are allowed on Camp Maluhia grounds.** **10. Absolutely NO pets or animals allowed. Exception: Bonafide guide dogs for the blind or physically impaired.** **11. Smoking is not permitted inside buildings or on camp property. All tobacco residue i.e. butts or filters must be placed in outside metal can at far corner of parking lot – only designated smoking area.** **12.** Group is responsible for cleaning up all debris that result from its activities and will be required to return the facility to its original condition. A fee of \$50 per hour will be billed for any clean up duties required of the Maui BSA staff required to bring camp into condition defined in paragraph 14 below. **13.** Group is responsible to bring all supplies and cleansers necessary for cleaning, including rags, towels and garbage bags. Toilet paper, mops, buckets, brooms, hoses, and scrub brushes are provided by camp. **14.** Before departure, group will make sure that buildings are swept out, kitchen/dining hall swept and mopped, and kitchen and bathroom mats cleaned. All garbage is to be bagged and placed in the dumpster, and all aluminum cans or other recycled items are to be bagged and placed behind the dumpster in the shed/ shelter area. (Long term groups are advised that the dumpster may pick up two times per week, each pick up the group will be charged \$410). **15.** At check-

in and check-out, a responsible representative of the group or its designee should be available for a walk-through inspection of camp with Maui BSA representative. Failure on the part of the responsible representative to participate in the walk through will indicate its acceptance of the Maui BSA staff person's walk-through and check list. **CAMP POLICIES** Please adhere to the following rules for the safety of all participants. **1.** All vehicles, after unloading, should be parked in the parking lot. Please be respectful of grass and no driving areas. **2.** The following areas/items are unavailable during facility group use: -camp office space -all staff living areas -camp lawn equipment -camp supplies -camp food supplies (unless specified) -camp vehicles -any area beyond fence **3.** All children (minors) must have adult supervision, 18 years or older. **4.** The Maui BSA is not responsible for any lost/stolen items. Please keep all belongings/valuables secured. **5.** The bottom entrance gate will be locked at 7 pm nightly, so please make arrangements accordingly. **6.** No fireworks, firearms or weapons allowed. **7.** Camp fires prohibited, except in designated area(s) and with prior permission from Camp Maluhia staff. All campfires must be put out with water. **8.** No pets allowed. **9.** Smoking is not permitted inside buildings or on Camp Site. All butts must be placed outside in a metal can at designated area. **10.** Food and beverages are not allowed in sleeping areas. **11.** No illicit drugs/substances or alcoholic beverages are allowed on Camp Maluhia grounds. **12.** No going beyond safety fences or boundaries of grounds. I understand as group representative, it is my responsibility to inform the group as a whole of these rules and ensure compliance. I further understand that all camp participants agree to abide by all laws, ordinances and regulations

as they apply to the use of public facilities. **RELEASE, WAIVER AND INDEMNITY AGREEMENT** IN CONSIDERATION OF BEING PERMITTED TO ENTER THE CAMP MALUHIA AND TO PARTICIPATE IN ITS PROGRAMS EITHER AT MAUI BSA OWNED FACILITIES OR AT OFF-SITE MAUI BSA PROGRAMS FOR ANY PURPOSE THE UNDERSIGNED OR RELEASEE AGREES TO ABIDE BY ALL RULES REGULATIONS AND PROCEDURES WHICH GOVERN THE USE OF EQUIPMENT FACILITIES/SITES AND PROGRAMS OPERATED BY THE MAUI BSA. IN CONSIDERATION OF BEING PERMITTED TO ENTER THE CAMP MALUHIA OR OFF-SITE PROGRAMS OR FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO OBSERVATION, USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY WAY, THE UNDERSIGNED, FOR HIMSELF OR HERSELF AND ANY PERSONAL REPRESENTATIVES, HEIRS, AND NEXT OF KIN, HEREBY ACKNOWLEDGES, AGREES AND REPRESENTS THAT HE OR SHE OR IMMEDIATELY UPON ENTERING WILL INSPECT SUCH PREMISES AND FACILITIES. IT IS FURTHER WARRANTED THAT SUCH ENTRY INTO THE CAMP MALUHIA FOR OBSERVATION, PARTICIPATION OR USE OF ANY FACILITIES OR EQUIPMENT CONSTITUTE AN ACKNOWLEDGEMENT THAT SUCH PREMISES AND ALL FACILITIES AND EQUIPMENT THEREON HAVE BEEN INSPECTED AND THE UNDERSIGNED FINDS AND ACCEPTS SAME AS BEING SAFE AND REASONABLY SUITED FOR THE PURPOSES OF SUCH OBSERVATION OR USE. **IN FURTHER CONSIDERATION OF BEING PERMITTED TO BEING INVOLVED WITH THE PROGRAM(S) OF THE MAUI BSA FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION, USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY WAY, THE UNDERSIGNED HERBY AGREES TO THE FOLLOWING: 1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES**

**AND COVENANTS NOT TO USE THE MAUI BSA**, ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS (HEREINAFTER REFERRED TO AS "RELEASEES") FROM ALL LIABILITY TO THE UNDERSIGNED, HIS PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS AND NEXT OF KIN FOR ANY LOSS OR DAMAGE , AND ANY CLAIMS OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE WHILE THE UNDERSIGNED IS IN, UPON, OR ABOUT THE PREMISES OR ANY FACILITIES OR EQUIPMENT THEREIN. **2.**

**THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD** HARMLESS THE RELEASEES AND EACH OF THEM FROM ANY LOSS, LIABILITY, DAMAGE OR COST THEY MAY INCUR DUE TO THE PRESENCE OF THE UNDERSIGNED IN, UPON, OR ABOUT THE CAMP MALUHIA PREMISES OR IN ANY WAY OBSERVING OR USING ANY FACILITIES OR EQUIPMENT OF THE MAUI BSA WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

**3.** THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE DUE TO THE NEGLIGENCE OF RELEASEE OR OTHERWISE WHILE IN, ABOUT OR UPON THE PREMISES OF THE YMCA AND/WHILE USING THE PREMISES OR ANY FACILITIES OR EQUIPMENT HEREON. **4.** THE UNDERSIGNED COVENANTS AND PROMISES TO OBEY ALL RULES, REGULATIONS, INSTRUCTIONS AND DIRECTIONS OF THE MAUI BSA. **THE UNDERSIGNED**

FURTHER EXPRESSLY AGREES THAT THE FORGOING RELEASE, WAIVER AND INDEMNITY AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAW OF THE STATE OF HAWAII AND THAT IF ANY PORTION THEREOF IS HELD

INVALID, IT IS AGREED THAT THE BALANCE SHALL,  
NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND  
EFFECT.

**THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE  
RELEASE AND WAIVER OF LIABILITY AND INDEMNITY  
AGREEMENT, AND FURTHER AGREES THAT NO ORAL  
REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART  
FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN  
MADE.**