

ASSOCIATION OF APARTMENT OWNERS OF NAPILI RIDGE
VOLUNTARY RELEASE, WAIVER & ASSUMPTION OF RISK

The Governor of the State of Hawai'i proclaimed a state of emergency in response to the COVID-19 pandemic, and the State and County have issued Proclamations and rules. The Proclamations and rules are in effect to help minimize risks associated with COVID-19. The use of the Association common elements and amenities ("Amenities") during the COVID-19 pandemic may involve inherent risks which may result in serious health risks and/or death, not all of which can be foreseen. **Note: If you are arriving from a mainland state and are subject to a 14 day quarantine this condominium unit cannot be rented to you until September 1, 2020 at the earliest.**

I, the undersigned Participant, understand and agree to the following (initial in each blank):

_____ I understand that risks of COVID-19 include but are not limited to fever, headaches, sore throat, nausea, stroke, disability, weight-loss, respiratory illness, inability to breath and death, and it can easily be contracted from person to person.

_____ I agree to follow all signs, rules and regulations, which signs, rules and regulations may be changed from time to time by the Association of Apartment Owners of Napili Ridge ("Association").

_____ I agree to abide by all State and County Proclamations and rules, including not limited to, social distancing of at least six feet, using masks when not exercising, and avoid gatherings of persons not from my residence.

_____ I understand that risks associated with the use of the Amenities are beyond the control of the Association, and cannot be eliminated with due care. I have chosen to use the Amenities voluntarily and having full knowledge of the risks associated with my participation.

_____ I AGREE ON MY OWN BEHALF AND ON BEHALF OF MY CHILDREN AND ALL OTHERS IN MY CARE, CUSTODY, OR CONTROL (HEREAFTER INCLUDED IN "I" OR "MY") TO ASSUME FULL RESPONSIBILITY FOR ABIDING BY THE PROVISIONS HEREIN, THE PROCLAMATIONS AND RULES, AND FOR THE RISKS ASSOCIATED WITH COVID-19 WHEN USING THE AMENITIES. I HEREBY RELEASE FROM LIABILITY AND WAIVE ANY AND ALL CLAIMS THAT I HAVE OR MAY HAVE IN THE FUTURE AGAINST THE ASSOCIATION, AND ALL RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PRINCIPALS AND REPRESENTATIVES (HEREAFTER COLLECTIVELY REFERRED TO AS "RELEASEES"), AND I VOLUNTARILY AGREE TO FULLY AND FOREVER RELEASE AND DISCHARGE RELEASEES FROM LIABILITY FOR DAMAGES FOR INJURIES RESULTING FROM, ARISING OUT OF, OR RELATED IN ANY WAY TO THE RISKS IDENTIFIED HEREIN AND THOSE RISKS NOT SPECIFICALLY IDENTIFIED AND FOR ANY OF MY USE OF THE AMENITIES. I VOLUNTARILY WAIVE MY RIGHT TO SUE RELEASEES FOR ANY INJURIES OR DAMAGES, INCLUDING PROPERTY DAMAGE, THAT MAY RESULT FROM, ARISE OUT OF, OR BE RELATED IN ANY WAY TO THE COVID-19 RISKS IN USING THE AMENITIES.

_____ I ACKNOWLEDGE THAT I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT AND THAT I HAVE READ THIS ENTIRE DOCUMENT, UNDERSTAND ITS TERMS AND AGREE TO BE BOUND BY THEM. I UNDERSTAND THAT THE EFFECT OF THIS DOCUMENT IS THAT I AM RELEASING LIABILITY AND WAIVING MY RIGHT TO SUE OR BRING ANY CLAIM OF ANY KIND OR NATURE AGAINST THE RELEASED PARTIES AND I AM ASSUMING ALL RISKS OF INJURY OR DAMAGE RESULTING FROM, ARISING OUT OF, OR RELATING IN ANY WAY TO MY USE OF THE AMENITIES. I UNDERSTAND THAT THIS DOCUMENT APPLIES TO AND SHALL BE EFFECTIVE AND BINDING UPON ME, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVE, ESTATE, ALL MEMBERS OF MY FAMILY INCLUDING MY CHILDREN, AND ALL OTHERS IN MY CARE, CUSTODY, OR CONTROL.

_____ I ACKNOWLEDGE THAT I HAVE RECEIVED COPIES OF THE HOUSE RULES DATED JUNE 11, 2019 WHICH ALSO APPLY TO SELF, FAMILY, ASSIGNS, HEIRS, GUESTS, TENANTS AND SO FORTH.

If any portion of this Document shall be declared unenforceable for any reason, the unenforceable portion shall be considered severed from the Document and the remainder of the Document shall not be affected and shall be valid and enforceable to the fullest extent permitted by law. Any and all disputes concerning this Document shall be subject to Hawai'i law and shall take place on the Island of Maui.

Unit No. _____

Dates of Arrival - Departure: _____

DATED: _____

Participant's Name (print): _____

Phone: _____

Participant's Signature: _____

Departure City: _____

Home State: _____

DATED: _____

Participant's Name (print): _____

Phone: _____

Participant's Signature: _____

Departure City: _____

Home State: _____

DATED: _____

Participant's Name (print): _____

Phone: _____

Participant's Signature: _____

Departure City: _____

Home State: _____

DATED: _____

Participant's Name (print): _____

Phone: _____

Participant's Signature: _____

Departure City: _____

Home State: _____

PARENTAL CONSENT FOR MINORS' USE OF AMENITIES

Minor(s) Name(s) _____

Minor(s) Age(s) _____

Parent/Guardian Name (print): _____

Parent/Guardian Name Signature: _____