

# COVID-19 Assumption of Risk, Release, and Waiver of Liability Agreement

**RELEASE AND WAIVER.** In consideration of my utilizing the facilities (including but not limited to common areas, pool pavilion. (Facilities) of Wailea Ekahi AOA Inc. ("AOAO")

I, the Signer of this Document being 18 years of age or older, do hereby forever release, waive, discharge, and covenant not to sue Wailea Ekahi AOA Inc. and its past, current, and future officers, directors, employees, members, volunteers, contractors, representatives, affiliates, agents, successors, and assigns (collectively, "AOAO") from any and all damages, injuries, losses, liability, claims, causes of action, litigation, or demands, including but not limited to those for personal injury, sickness, or death, as well as property damages and expenses, of any nature whatsoever which may be incurred, directly or indirectly, now or in the future, in any way related to COVID-19 and in connection with my use of facilities or any travel related thereto. I promise not to sue AOA for any of the foregoing. I am executing this document on behalf of all Individuals that are staying with me at AOA.

**ASSUMPTION OF RISKS.** I understand that while AOA has undertaken reasonable steps to lessen the risk of transmission of COVID-19 in connection with the Facilities, AOA is not responsible in any manner for any risks related to COVID-19 in connection with the Facilities. I understand that the World Health Organization has classified the COVID-19 outbreak as a pandemic. I further understand that COVID-19 is a highly contagious and dangerous disease, and that contact with the virus that causes COVID-19 may result in significant personal injury or death. I am fully aware that use of the Facilities (including any related travel) carries with it certain inherent risks related to COVID-19 transmission ("Inherent Risks") that cannot be eliminated regardless of the care taken to avoid such risks. Inherent Risks may include, but are not limited to, (1) the risk of coming into close contact with individuals or objects that may be carrying COVID-19; (2) the risk of transmitting or contracting COVID-19, directly or indirectly, to or from other individuals; and (3) injuries and complications ranging in severity from minor to catastrophic, including death, resulting directly or indirectly from COVID-19 or the treatment thereof. Further, I understand that the risks of COVID-19 are not fully understood, and that contact with, or transmission of, COVID-19 may result in risks including but not limited to loss, personal injury, sickness, death, damage, and expense, the exact nature of which are not currently ascertainable, and all of which are to be considered Inherent Risks. I hereby voluntarily accept and assume all risk of loss, personal injury, sickness, death, damage, and expense arising from such Inherent Risks. Furthermore, I represent and warrant that I do not suffer from any medical condition or disease that might in any way hinder or prevent me from using the Facilities, including, to my knowledge, COVID-19.

Due to the outbreak of Coronavirus (COVID-19), AOA is taking extra precautions with the care of every owner and guest to include health history reviews and enhanced sanitation/disinfecting procedures in compliance with CDC guidance (<https://www.cdc.gov/coronavirus/2019-nCoV/index.html>).

I agree, to the best of my knowledge, to the following:

- **I affirm that I, as well as all household members, have not been diagnosed with COVID-19 nor have we had any symptoms within the past 14 days.**
- **I affirm that I, as well as all household members, have not knowingly been exposed to anyone diagnosed with COVID-19 within the past 14 days.**
- **I affirm that I, as well as all household members, have received a negative Covid-19 test in compliance with Hawaiian and Maui County laws.**
- **I affirm that I, as well as all household members, are following all CDC recommended guidelines as much as possible and limiting my exposure to the Coronavirus (COVID-19).**
- **I will comply with all the Rules and Regulations of AOA as amended from time to time**
- **I will notify the office immediately if test positive for Covid-19 while staying at Ekahi**

This COVID-19 Assumption of Risk, Release, and Waiver of Liability Agreement ("Agreement") shall be binding on my heirs, executors, administrators, successors, and assigns. I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by applicable laws, and that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. This Agreement contains the entire understanding of the parties relating to the subject matter, and shall not be altered, modified, amended, waived or supplemented in any manner whatsoever except by a written agreement signed by both parties hereto or their duly authorized representatives. This Agreement may be executed and delivered electronically.

To the maximum extent permitted by applicable law, I (a) covenant and agree not to elect a trial by jury with respect to any issue arising out of this Agreement or the Facilities that is triable of right by a jury, and (b) waive any right to trial by jury with respect to such issue to the extent that any such right exists now or in the future. This waiver of right to trial by jury is given knowingly and voluntarily.

**I have read and understood this Agreement and enter it voluntarily in consideration of the opportunity to utilize the Facilities. I acknowledge I am giving up legal rights and/or remedies which may be available to me.**

**I AM FULLY AWARE THAT WAILEA EKAHAI AOA, INC. IS NOT A DESIGNATED QUARANTINE FACILITY AS DEFINED BY THE STATE OF HAWAII AND COUNTY OF MAUI AND IF I HAVE A POSITIVE TEST OR CONTRACT COVID, I WILL HAVE TO COMPLY WITH THE DEPARTMENT OF HEALTH DIRECTIONS.**

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Signature

Printed Name and Unit

Date