

DECLARATION OF GUEST REGARDING QUARANTINE RESTRICTIONS

I, \_\_\_\_\_, declare as follows:

1. I am an arriving owner, guest, or guest in residence at Makena Surf AOA (the "Property").
2. I have received and reviewed (1) the Public Health Emergency Rules amended for residents to stay at home during COVID-19 crisis dated March 22, 2020, (2) the Second Supplementary Proclamation issued by David Y. Ige, Governor of the State of Hawaii dated March 21, 2020, and (3) the Third Supplementary Proclamation issued by David Y. Ige, Governor of the State of Hawaii dated March 23, 2020 attached hereto and incorporated herein by reference (collectively the "Proclamations"). The term "Proclamations" also includes all prior and subsequent proclamations, rules, regulations, and orders issued by any governmental authority.
3. I am aware that the Proclamations may change from time to time and acknowledge that it is my sole responsibility to keep myself informed of any updates to the same.
4. I acknowledge that, among other things, the Proclamations require that I remain within my residence at all times until April 30, 2020 except for matters set forth in the Proclamations, and that from and after March 25, 2020 at 12:01 a.m. I remain within my residence at all times unless my exiting my residence is authorized by the State of Hawaii Director of Emergency Management or for specified exempt purposes. As stated in the Governor's proclamation, this means I must remain inside my individual hotel room or unit. I further acknowledge that by virtue of the Governor's prior proclamations, if I am arriving after March 26, 2020 at 12:01 I may be under strict quarantine and may not be able to leave my residence for any purpose (including shopping for food) whatsoever other than very limited emergency purposes.
5. I acknowledge that I may not be entitled to use any amenities within the Property or public spaces in Hawaii in general based on the Proclamations, other government restrictions, or private restrictions imposed as a result of the same.
6. If I am traveling with any minor children of whom I am the legal guardian or who are under my custody or control, I shall ensure that they abide by the terms of the Proclamations, as amended, and all other similar restrictions, public or private, and by signing below I am executing this Declaration on their behalf.

7. I agree to abide by the Proclamations, as amended, and all private restrictions imposed as a result of the same.

8. I acknowledge that in addition to government fines and criminal penalties, my violation of the proclamations may result in civil penalties and/or revocation of my right to reside on Property.

9. I acknowledge and agree that Makena Surf AOAO and its officers, directors, shareholders, agents, employees, attorneys, related entities, any owner of the Property, any association relating to or associated with the Property and its board, directors, agents, employees, (collectively the "Releasees") are not health professionals, are not the guarantors of my safety, and that the spaces I may occupy and the persons and objects I may come into contact with may not have been fully sanitized for the COVID-19 virus ("COVID-19). I hereby voluntarily release and forever discharge Releasees from and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my occupancy of the Property as it may relate to COVID-19, including specifically, but not limited to, the negligent acts or omissions of the Releasees, for any and all injury, death, illness or disease, and damage to my person and property. I agree, promise and covenant to hold harmless and indemnify the Releasees for any such injury, death, illness, disease or damage. I further agree, promise and covenant not to sue, assert or otherwise maintain or assert any claim against the Releasees, and/or any of them, for any injury, death, illness or disease, or damage to my property, arising from or connected with COVID-19. I further agree and promise that if, despite this Release, Waiver of Liability, and Indemnity Agreement, I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees in conjunction with any injury, disability, death, loss, or damage to person or property that may occur as a result of COVID-19, as well as from any litigation expenses, attorney fees, loss liability, damage, or cost which may be incurred as the result of such claim and to reimburse them for any such expenses incurred.

Declared under penalty of perjury this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGN NAME