

**ASSOCIATION OF APARTMENT OWNERS OF THE KAHALA BEACH  
AMENITIES USE RELEASE AND INDEMNIFICATION AGREEMENT**

**Exercise Room**

I request the right to use the ASSOCIATION OF APARTMENT OWNERS OF THE KAHALA BEACH amenities despite recent concerns regarding the COVID-19 Pandemic. In exchange, I agree to the following terms and conditions:

I understand and acknowledge that use of the amenities presents inherent risks of harm for the user, including but not limited to bodily injury, sickness, disease, and death. I understand that, while the Association will take efforts to sanitize and/or disinfect certain areas, there is a risk of contracting the virus that causes COVID-19 with use of the amenities. I understand that the use of the amenities by me and my family members is done with full knowledge and disclosure of the risks and dangers associated with such use. **I agree to comply (and shall cause my family members to comply) with the Association's rules, regulations, guidelines, policies, and restrictions and any local or federal guidance or rules governing my use and my family members' use of the amenities. I certify that I and my family members have no symptoms associated with COVID-19 and no reason to believe that I or my family members have been in contact with someone who has COVID-19.**

On behalf of myself and my family members, heirs, personal representatives, successors and assigns, I release and discharge the ASSOCIATION OF APARTMENT OWNERS OF THE KAHALA BEACH, and its board, officers, agents, employees, insurers, and their successors and assigns from all disputes, claims, actions, liabilities, injuries and damages of whatsoever nature, related to, resulting from, or in any way connected to the use of the amenities by me or my family members, including contraction of COVID-19 by me or my family members.

I will assume the cost of defense, including attorney's fees, and defend the ASSOCIATION OF APARTMENT OWNERS OF THE KAHALA BEACH and its board, officers, agents, employees, insurers and their successors, and assigns, against any and all disputes, claims, actions, liabilities, injuries and damages of whatsoever nature, related to, resulting from, or in any way connected to the use of the amenities by me or my family members, including any claims related to the spread of COVID-19 at the Project caused by the use of the amenities by me or my family members and any citations issued to the ASSOCIATION OF APARTMENT OWNERS OF THE KAHALA BEACH by the State of Hawaii or the City and County of Honolulu officials due to my use or my family members' use of the amenities.

If I fail to comply with any of the above agreements, I will reimburse the Association for all fees and costs incurred in enforcing those agreements, including attorney's fees.

I acknowledge that this agreement expresses the entire agreement between me and the Association and that neither the Association nor anyone representing the Association is authorized to waive anything stated in this agreement or to change its terms.

As a condition of utilizing the Exercise Room, I/we, the resident(s) of The Kahala Beach listed above agree that I/we do so at our own risk and expense, and that I/we hereby expressly release, waive, and hold harmless, The Kahala Beach Association of Apartment Owners, its Board of Directors and its members (collectively referred to hereinafter as "AOAO") from and against any and all liability or claims resulting while in or utilizing The Kahala Beach Exercise Room, regardless of the injury's cause. Except to the extent covered by insurance, I/we further expressly agree, on behalf of my/ourselves, heirs, successors, and assigns, to fully indemnify and fully reimburse the AOAO any and all costs and expenses incurred by

the AOA as a result of any injury sustained or caused by me/us or any of our guests, or other authorized users arising out of my/our use of The Kahala Beach Exercise Room, regardless of the injury's cause.

I/we further recognize that I/we are solely responsible for any determination of my/our physical condition and state of health, or that of my/our guests, relative to the appropriateness of my/our use of the Exercise Room. I/we also understand that prior to undertaking any exercise program, it is recommended that a physician be consulted in order to fully understand the risks that are involved. I/we hereby represent that I/we carry my/our own health insurance or am/are members of a Health Maintenance Organization (HMO) and that I/we agree that I/we will make any and all claims which may arise as a result of my/our use of the Exercise Room in the case of or in the event of injury to me/us against said insurance or HMO. My/our insurance policy and/or HMO coverage in effect at the time of the incident will be considered my/our primary insurance or primary coverage.

Furthermore, I/we agree to utilize all equipment in a safe and proper manner, and abide by all Exercise Room rules, including any future modifications, rules, and regulations posted in the facility, or as otherwise determined by the Board of Directors. Additionally, and as more fully stated in the Condominium governing documents, I/we understand that I/we are fully responsible for any damage to the facility or its contents as a result of my/our behavior.

### **Additional Temporary Covid -19 Rules (revised- effective June 28, 2021)**

Now that Honolulu has moved to Tier 4 of Reopening Covid protection, **fully vaccinated** KBA residents and guests may share the pool, pool deck, and library without making reservations.

Some reserved pool swimming times will continue.

The exercise room will require reservations and will now allow fully vaccinated personal trainers or physical therapists during **appointment times only**.

Here are the most recent safety guidelines for shared use of the pool, pool deck, and library during the continuing pandemic. The guidelines follow Mayor's Order 2021-08, June 11, 2021, and are effective immediately.

1. When using any KBA common area amenity, please begin by signing in with the Pool Monitor and provide the following:
  - A. Apartment number
  - B. Photo identification (driver's license, student ID, passport, etc.)
  - C. Covid vaccination card (age 12 and above) except for those with proof of a medical exemption from vaccination
2. Sign the KBA facility use waiver form, agreeing to all KBA House Rules and temporary restrictions on the number of fully vaccinated persons using Association common area facilities. **Everyone using the exercise room, pool, pool deck, or library must be vaccinated and sign a liability waiver, except unvaccinated children accompanied by a vaccinated adult.**

3. Privileges will be denied to anyone who fails to abide by the rules or who fails to identify themselves and their unit number when requested to do so by a Security Officer, Pool Monitor, or any Association board or staff member.
4. Maintain a limit of one household (single unit)/6 persons in the fitness room, 10 persons in the pool/pool deck area, and 10 persons in the library, and voluntarily leave an area if there are already a maximum number of people there.
5. Residents and guests must not use any common area facility if they have Covid symptoms or Covid exposure risk as listed by the CDC Guidelines.

**6. Pool/Pool Deck Guidelines**

- A. Pool open to shared swimming, all apartments and guests, 10:00 a.m. - 3:50 p.m.
- B. Provide proof of vaccination and sign liability waiver
- C. Limit ten persons
- D. All House Rules apply – no eating or drinking (except water in unbreakable containers), no toys, no audible music, no loud noise, no animals, babies must wear swim diapers, etc.
- E. Reserved pool time slots will continue for household (single unit) at 8:00 a.m., 9:00 a.m., 4:00 p.m., 5:00 p.m., 6:00 p.m. Reservations must be shown to the Pool Attendant. Booking privileges will be revoked from any individuals who fail to show up to their appointment without first canceling their appointment or fail to comply with pool rules. Pool times cannot be transferred or divided between units. The names of all swimmers must be submitted.
- F. Pool deck chairs set in clusters are open to non-swimmers from 8:00 a.m. to 6:50 p.m. Chairs may be moved, but please be mindful of social distancing of six feet from non-household.
- G. Restroom facilities available in the exercise room.

**7. Library Guidelines**

- A. Open 8:00 a.m. to 7:00 p.m.
- B. Provide proof of vaccination and sign liability waiver
- C. Limit ten persons
- D. All House Rules apply - no eating or drinking (except water in unbreakable containers), no toys, no audible music, no loud noise, no animals, etc.
- E. Wear masks, maintain social distancing
- F. Keep open all windows and doors

**8. Exercise Room Guidelines**

- A. Reservations required for one household (single unit), including personal trainers and physical therapists (**NO GUESTS**) fifty-minute time slots (allowance for cleaning) daily, 8:30 a.m. to 5:30 p.m. (5:30 p.m. last appt. time) at [www.kahalabeachapts.com](http://www.kahalabeachapts.com) appointment times cannot be transferred or divided between units.
- B. Limit six persons (**NO GUESTS**). Reservations must be shown to the Pool Attendant with all users' names submitted.
- C. All House Rules apply-water fountain is closed– no eating or drinking (except water in unbreakable containers),

no toys, no audible music, no loud noise, no animals, etc.

D. Keep open all windows and doors

E. Exercise room users must select and mark each machine or weights used with colored stickers provided. Users must wipe off each machine or weights used before AND after use with wipes provided.

Thank you for keeping Kahala Beach Association facilities safe during the continuing pandemic. We will closely monitor the temporary rules for common area use, and they may change as Hawaii moves towards a greater reopening. We appreciate your support, as we, your volunteer elected Board members and your neighbors, do our best to protect the health and safety of all who live at Kahala Beach Apartments.

Unit No. \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_