

CALOHA RECREATION  
COMPANY SHAREHOLDER  
INDEMNITY/WAIVER/AGREEMENT



COVID-19  
GENERAL EXPECTATIONS





## SPECIAL TERMS OF OCCUPANCY, ACKNOWLEDGEMENTS, AND WAIVER OF RISK AND INDEMNITY OF CALOHA FOR LOSSES AND CLAIMS

I acknowledge due to the COVID-19 pandemic, there is additional inherent risk with respect to recreational travel and accommodation. Caloha Recreation Company (“Caloha”) and, specifically, Kapulanikai, are subject to rules of operation by various governmental authorities and agencies, which may change from time to time, and may affect my use of the Caloha property.

I acknowledge due to the COVID-19 pandemic that I am expected to follow all current regulations and guidance of all relevant authorities, including the Federal Government, the Center for Disease Control, State of Hawaii, and County of Maui during my stay at Kapulanikai.

These regulations are subject to changes and it is my responsibility to be aware of and abide by the current regulations in effect.

I acknowledge that I will also follow all rules as posted from time to time at the Kapulanikai office.

I acknowledge I am responsible to advise anyone who is using the unit to be aware they will be required to acknowledge and will adhere to the Onsite Guest Agreement while staying at Kapulanikai.

**Note: Refusal by RCI guests to sign and abide by the agreement may lead to the cancellation of RCI membership at Kapulanikai as this refusal negatively affects the safety of use of the facility.**

### **QUARANTINE**

I acknowledge that Kapulanikai is not approved by Maui County as a facility for quarantine. If I, or a person in my travel party or person authorized by me to be in or occupy the same unit at Kapulanikai, is mandated to quarantine, the arrangements and costs for alternative

accommodations will be my sole obligation and responsibility, and not the responsibility of Caloha. I will disclose the quarantine status of all members of my party upon arrival. If I, or a member of my party, is mandated to quarantine during my stay, I agree that the impacted person(s) will notify the site manager and will depart from the premises within 12 hours of receiving a quarantine request. I further acknowledge and agree that I will not receive any reimbursement or other compensation of any kind for any unexpired or remaining time on my unit reservation after the unit is vacated.

I acknowledge that if I or a person in my travel party or person authorized by me to be occupying or in the same unit at Kapulanikai develop or have COVID-19 while on site or otherwise, any and all associated costs will be my responsibility. These costs may include, but are not limited to, enhanced cleaning and sanitizing, relocation and accommodation of other impacted share owners and guests or other persons. In addition, if for any reason, whether due to any governmental or other competent authority regulations or order, should I or any person in my travel party or person authorized by me to be occupying the same unit at Kapulanikai be required to remain quarantined in place in any Kapulanikai unit beyond the length of my reservation, I will compensate Caloha and/or the relevant share owner(s) for such time at the rate then in effect for normal rental, in addition to compensating any person(s) who may have reserved the unit(s) but are unable to make use of same, for any reasonable costs and expenses they may incur.

### **CLEANING FEES**

I acknowledge that due to the extra cleaning protocols required to prevent the transmission of COVID-19, that there will be an additional COVID-19 fee of \$200CDN if I or my guest(s) occupy a unit while additional cleaning protocols are in place. This fee is separate from, and in addition to, the annual maintenance assessment. This fee will be identified when the unit is occupied and will be invoiced to the share owner as soon as practicable by Caloha Recreation. This fee applies to share owners whose time period is used by RCI and is in addition to the existing extra cleaning fee.

### **CHECK-IN AND CHECK-OUT**

I acknowledge that site management requires an emailed negative Covid-19 test result for each occupant and that this test data is to be provided in advance of arrival to site.

I acknowledge that access to units will not be permitted until site management confirms receipt of negative Covid-19 test results.

I acknowledge that due to the COVID-19 pandemic, extra cleaning protocols are required to ensure the facility and units are disinfected between each use and that the check-in now no earlier than 1700. In addition, check-out is now 0800 to allow the time required to carry out the required cleaning effectively and safely.

### **INDEMNITY OF CALOHA AND OTHERS**

I, having agreed to and acknowledged the risks and obligations outlined herein, agree that I shall indemnify and hold harmless Caloha, including its Directors, Officers, Shareholders, employees, on-site managers, agents, contractors, and their successors and assigns, from and against all losses, damages, costs and expenses, including legal fees and disbursements on a solicitor and

solicitor’s own client basis, which any one or more of them, may suffer or incur by reason of or arising from any claims made against them or costs or expenses incurred by them, or by reason of any claims made by or against me or any invitees of mine in connection with the use by me or my invitees of the subject unit or any part of Kapulanikai.

**ONSITE GUEST AGREEMENT - COVID-19**

All persons over the age of 18 years of age are required to sign the Onsite Guest Agreement to ensure that they aware of the Onsite COVID-19 Expectations at Kapulanikai. A parent or legal guardian is required to execute the Onsite Guest Agreement on behalf of all persons under the age of 18 years, or those not otherwise competent to execute same.

This completed agreement must be provided to the onsite manager for each guest occupying the unit within 24 hours of arrival at Kapulanikai. Updates shall be provided if guests do not arrive at the same time.

Unit#	Date of occupancy	Expected date of departure

I acknowledge due to the COVID-19 Pandemic that I am expected to follow the current regulations and guidance in effect of all relevant authorities, including the Federal Government, the Center for Disease Control, State of Hawaii, and County of Maui during my stay at Kapulanikai.

I also acknowledge that I will follow all Kapulanikai requirements related to COVID-19 provided in the unit and posted around the facility from time to time.

I acknowledge that any non-compliance of these expectations may result in the termination of my stay at the facility and that no refunds or other compensation will be provided due to such termination.

Print Name	Signature	Phone	Date
Unit Primary Contact			