

THE ASSOCIATION OF APARTMENT OWNERS SEVENTEEN SEVENTEEN ALA WAI
ASSUMPTION OF RISK, RELEASE AND INDEMNITY AGREEMENT AND CONSENT TO ENTRY

*******IMPORTANT*******

**YOU MUST READ, SIGN AND AGREE TO THE TERMS IN THIS AGREEMENT BEFORE LEAVING
YOUR APARTMENT AND/OR VEHICLE KEY(S) WITH THE SECURITY DESK**

I (print name) _____, on behalf of myself, my agents, heirs, personal representatives, successors, employees and assigns (collectively “Indemnitor” or “Releasor”), understand and acknowledge that there is an inherent risk of personal injury, property damage, theft or loss involved in leaving my Apartment Unit (“Unit”) and/or vehicle key(s) with the Association of Apartment Owners Seventeen Seventeen Ala Wai’s (“Association”) Security Desk for delivery to and use by the individuals whom I designate on Exhibit “A” and for use by the Association.

Nevertheless, for my benefit, I wish to allow the Association, its officers, directors, members, managers, employees or agents (collectively “Releasees”) and the individuals whom I designate on Exhibit “A,” to access and use of my Unit and/or my vehicle.

In consideration of the of the benefit of providing my ☐ Unit key(s) ☐ vehicle key(s) to the Association for delivery to and use by the individuals whom I designate on Exhibit “A” and for use by the Association, I agree to assume all risks and responsibilities surrounding the use of my Unit and/or my vehicle by Releasees and by the individual(s) designated in Exhibit “A.” In addition, I also agree as follows:

1. With regard to the Releasees’ access and use of my Unit and/or my vehicle, I understand and agree that the Releasees may access and use my Unit and/or vehicle as necessary in emergency situations, for abatement of any nuisance, and/or to access areas for maintenance and/or other types of work. I understand and agree that the determination of any necessity, emergency situation, nuisance, maintenance and/or other types of work shall all be made by the Releasees in their sole and complete discretion. I also understand that the risks described above (including, without limitation, serious personal injury or death) which I am releasing herein, may be caused by the actions, inaction, omissions and/or negligence of the Releasees;
2. With regard to the access and use of my Unit and/or my vehicle by individuals whom I designate on Exhibit “A,” I understand and agree that Releasees are not in any way responsible and/or liable for the use of my Unit and/or my vehicle by said individuals. I further understand and agree that that Releasees are not in any way responsible and/or liable for monitoring, restricting, and/or taking any action(s) with respect to the use of my Unit and/or my vehicle by individuals whom I designate on Exhibit “A”;
3. I agree to release, waive, discharge and covenant not to sue the Releasees from any claims, causes of action and liabilities, based in law and/or equity, for personal injury, property damage, theft and/or any other damages/losses arising out of or based upon: (1) Releasees’ providing access to my Unit and/or my vehicle to the individual(s) I designate in Exhibit “A”; (2) Releasees’ access and use of my Unit and/or my vehicle; (3) any acts and omissions, whether by Releasees’ own negligence and/or otherwise, arising out of the access and use of my Unit and/or my vehicle by any individual(s) I designate in Exhibit “A”; (4) any acts and omissions, whether by Releasees own negligence or otherwise, resulting in loss, theft or damage to my Unit, my Unit key(s), my vehicle, and/or my vehicle key(s); (5) any acts or omissions of any other person(s) who accompany the individual(s) I designate in Exhibit “A” into my Unit and/or who may thereafter gain access to my Unit through the individual(s) I designate in Exhibit “A”; and (6) any acts and omissions, whether by Releasees own negligence and/or otherwise, resulting in loss, theft and/or damage to my Unit (e.g. delivery to the wrong individual) and/or my vehicle including but not limited to any of the contents therein;
4. I agree to indemnify, hold harmless and defend Releasees against any claims, causes of action and liabilities (including attorneys’ fees and other costs or expenses), based in law or equity, for personal injury, property damages, theft and/or loss and/or any other damages/losses arising out of or based upon: (1) Releasees’ providing access to my Unit and/or my vehicle to the individual(s) I designate in Exhibit “A”; (2) Releasees’ access and use of my Unit and/or my vehicle; (3) any acts and omissions, whether by Releasees’ own negligence and/or otherwise, arising out of the access and use of my Unit and/or my vehicle by any individual(s) I designate in Exhibit “A”; (4)

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any acts and omissions, whether by Releasees own negligence or otherwise, resulting in loss, theft or damage to my Unit, my Unit key(s), my vehicle, and/or my vehicle key(s); (5) any acts or omissions of any other person(s) who accompany the individual(s) I designate in Exhibit "A" into my Unit and/or who may thereafter gain access to my Unit through the individual(s) I designate in Exhibit "A"; and (6) any acts and omissions, whether by Releasees own negligence and/or otherwise, resulting in loss, theft and/or damage to my Unit (e.g. delivery to the wrong individual) and/or my vehicle including but not limited to any of the contents therein.

5. I understand and am fully cognizant of the fact that by signing this Assumption of Risk, Release and Indemnity Agreement and Consent to Entry ("Agreement"), I am assuming extraordinary risks and I am assuming full responsibility and liability for the acts or omissions of the Releasees, whether by their own negligence and/or otherwise, as identified above. I also understand that this Agreement does not constitute a contract of bailment and that the Releasees do not assume any duties and/or responsibilities of care associated with bailment contracts.

6. I understand and agree that this Agreement does not affect, waive and/or release any of my duties and/or responsibilities under the Association's Bylaws, House Rules, Policies and Procedures. I understand and agree that this Agreement does not affect, waive and/or diminish the Association's powers in any way.

7. I understand and agree that in the event of any controversy, claim or dispute relating to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party any and all of the prevailing party's reasonable expenses, including, but not limited to, reasonable attorneys' fees.

8. I understand and agree that no indulgence extended by either the Releasees shall be construed as a waiver by such Releasees of a breach or any term or provision of this Agreement. Additionally, no waiver of one breach may be construed as a waiver of the rights or remedies with respect to any previous or subsequent breach.

9. I understand and agree that that no party shall be deemed to be the drafter of this Agreement and I have been represented by counsel and/or have had the opportunity to be represented by counsel.

10. I understand and agree that this Agreement shall be construed in accordance with the laws of the State of Hawaii, excluding its choice of law rules that may otherwise require the application of the law of another jurisdiction. The venue for any action with respect to this Agreement shall be the Circuit Court of the First Circuit, State of Hawaii.

11. This Agreement contains the entire agreement of the parties hereto with respect to the matters set forth herein and supersedes all prior agreements between the parties, written or otherwise.

12. Any modifications, changes or alterations shall not be effective unless in writing and signed by both parties hereto.

I acknowledge that I have read this Agreement and I represent that I have authority to enter into this Agreement with the Association.

Signature _____ Date _____

Name (Print)	Unit Number
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Acknowledged and Agreed on behalf of the Association:

Signature _____ Date _____

<p align="center"><u>Acknowledgment of Receipt</u> (to be completed by Association)</p>	
<input type="checkbox"/> Unit key(s)	<input type="checkbox"/> vehicle key(s)
_____	_____
Unit Number	Year(s)

	Make(s)/Model(s)

	License Plate #(s)

Received By:	Unit Number
_____	_____
Name (print and sign)	Date

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Exhibit “A”

I, (print name), hereby grant the following individual(s) (“Individual(s)”) access to and use of my ☐ Unit ☐ vehicle in accordance with the Agreement which I have signed. I understand and agree that in accordance with the Agreement, the Releasees in the Agreement **WILL NOT BE RESPONSIBLE AND/OR IN ANY WAY LIABLE FOR** for: (1) any acts and omissions, whether by Releasees’ own negligence and/or otherwise, arising out of the access and use of my Unit and/or my vehicle by any Individual(s) designated below; (2) any acts and omissions, whether by Releasees own negligence or otherwise, resulting in loss, theft or damage to my Unit, my Unit key(s), my vehicle, and/or my vehicle key(s); (3) any acts or omissions of any other person(s) who accompany the Individual(s) I designate below into my Unit and/or who may thereafter gain access to my Unit through the Individual(s) I designate below; and (4) any acts and omissions, whether by Releasees own negligence and/or otherwise, resulting in loss, theft and/or damage to my Unit (e.g. delivery to the wrong individual) and/or my vehicle including but not limited to any of the contents therein.

Signature

Date

Unit Number

[illegible]