

ENHANCED MOVEMENT QUARANTINE PLAN WAIVER AND RELEASE OF LIABILITY AGREEMENT

Poipu Investment Properties, LLC (“**Owner**”), is the tenant of certain real property situated in Koloa, Hawaii, on which the Ko`a Kea Hotel & Resort at Poipu Beach” (the “**Hotel**”) is operated thereon and managed by PHG Hawaii, LLC (“**Operator**”). Owner and Operator are collectively referred to herein as “**Management**”.

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is known to be extremely contagious and spread from person-to-person contact, through the air, and by contact with contaminated surfaces and objects. People reportedly can be infected and show no symptoms and therefore spread the disease. Evidence has shown that COVID-19 can cause serious illness and even death.

In order to combat the spread of COVID-19, Hawaii Governor David Y. Ige instituted a 14-day quarantine requirement for individuals entering Hawaii and for those traveling from one island to another. Individuals quarantining at hotels are required to stay in their rooms during their quarantine period unless seeking medical attention or leaving Hawaii. The County of Kauai received approval to establish an Enhanced Movement Quarantine Program whereby visitors staying at approved facilities may spend the duration of their quarantine within the confines of the property itself.

The Kauai Emergency Management Agency approved the Hotel’s Enhanced Movement Quarantine Plan (“**EMQ Plan**”) which requires, amongst other things more particularly set forth below, all EMQ Plan participants to consent to electronic monitoring and waiver of certain privacy and movement rights.

By signing in the space provided below, I expressly agree to the following:

1. I hereby acknowledge and agree to participate in the EMQ Plan which allows me to quarantine beyond the confines of my Hotel room so long as I remain within the boundaries of the Hotel premises, which are more particularly set forth in **Exhibit A** attached hereto and incorporated herein. I further understand and acknowledge that the beach and ocean are not part of the Hotel premises.
2. I acknowledge and agree that in order to participate in the EMQ Plan I must present proof of a negative COVID-19 test obtained within 72 hours of my departure for Kauai.
3. I agree to restrict my activity to designated areas of the Hotel as set forth by Management. I further agree to maintain social distancing and to wear a face covering when in public areas of the Hotel including the lobby and hallways. I understand and acknowledge that individuals outside of my household are not permitted inside my guestroom or to congregate with me while on property. I further understand and agree not to congregate with individuals outside of my household.
4. I agree to wear an Aqua Tracking Device Wristband (“**Wristband**”) for the duration of my stay at the Hotel. I understand and acknowledge that the Wristband will be connected via Bluetooth to my cellphone and transmit my location data to the Hotel and County of Kauai monitoring systems.
5. I acknowledge and agree not to tamper with my Wristband, including but not limited to cutting, removing, folding, or disconnecting the connection to my cellphone until I checkout from the Hotel. I further agree to keep my cellphone charged above 20% and to have my Wristband connected to my cellphone at all times while at the Hotel. I agree to advise Hotel staff immediately if I have any technical issues or difficulties connecting the Wristband and grant permission to Hotel staff to contact me and/or report me to the local authorities in the event I am unable to be located on the premises.
6. I agree to provide the Hotel with a \$1,000 deposit (“**Deposit**”) via cash or credit card authorization to participate in the EMQ Plan. I further agree to forfeit the Deposit if I physically travel beyond the Hotel premises, remove and/or tamper with my Wristband, or violate any of the other EMQ Plan requirements as determined by Management. The Deposit will be otherwise returned or released upon checkout.
7. I hereby authorize Hotel personnel to call for medical assistance in the event of an emergency. I agree to assume all costs necessary to facilitate participation in the EMQ Plan including monitoring and security during my Hotel stay as well as any consequential costs in the event of a COVID-19 infection. I acknowledge and agree that in the event I display symptoms of COVID-19 I will be required to quarantine in my room until cleared by a local doctor.
8. I understand and acknowledge that violations of the EMQ Plan are considered violations of the Governor’s Emergency Proclamations and Mayor’s Emergency Rules and is considered a criminal offense consistent with Chapter 127A, Hawaii Revised Statutes, which may include fines up to \$5,000 and 1-year imprisonment.

9. I agree, to the fullest extent permitted by law, to forever release, indemnify, defend and hold harmless Owner, Operator, their subsidiaries and affiliates, respective agents, officers, directors, owners, managers, contractors, and employees (collectively, the “**Released Parties**”) from all claims, liabilities, and causes of action which I might otherwise have or be entitled to assert in connection with my participation in the EMQ Plan. I also agree to indemnify, defend, and hold harmless the Released Parties from any and all claims brought by third parties arising out of my acts, errors, or omissions.
10. If I am executing this Enhanced Movement Quarantine Waiver and Release of Liability Agreement on behalf of a minor (at least 13 years of age), I warrant and represent that I am the minor’s parent or legal guardian.
11. This Agreement shall be binding on my estate, heirs, administrators, and assigns.

I have read and understand the terms of this Waiver of Liability and Indemnity Agreement and agree to its terms

Signature: _____ **Date:** _____
Name (printed): _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release.

Signature: _____ **Date:** _____
Name (printed): _____

Exhibit A

Hotel Premises



The red border represents the Hotel's boundaries which include the parking entrance and/or fencing around the parking area as well as the beach-front pathway and access to the beach/sand on neighboring properties.