

# WAIALAE IKI V COMMUNITY ASSOCIATION

## Pavilion Request Form

### Reservation Procedures and Rules

1. Please make your reservation request online through the TownSq App or website at [app.townsq.io/login](http://app.townsq.io/login), or you may call / email the Property Manager at 377-1905 or [waialaeiki5@gmail.com](mailto:waialaeiki5@gmail.com) to make reservations. Reservations must be made at least 2 weeks in advance.
2. Residents may host a party or group meeting of up to 50 guests maximum from 7am to 10pm daily. The Pavilion may not be used for commercial purposes, for the solicitation of business or for profit.
3. Please provide a guest list of just the last names of the drivers at least one day prior to the party. This will be provided to security to speed up the check-in process.
4. Upon your selection of an open date and time, a hold will be placed on the Pavilion under your name.
5. Complete the bottom portion of this form and attach 2 checks:
  - 1.) a non-refundable reservation fee check for \$100 (Breakdown: \$50 rental + \$50 sanitization fee) \*
  - 2.) a separate \$100 cleaning deposit check\*

\*Rates are subject to change at any time without notice. Checks are to be made payable to Waialae Iki 5. In the memo area of your check, write the date you are reserving. The reservation fee is non-refundable. The cleaning deposit will be held until it is determined that the facility was left in clean condition after use. If the facility is not left in clean condition after use, the cleaning deposit will be non-refundable. If the facility is left in clean condition after use, then the cleaning deposit will be returned to you. Checks must be received at least 1 week in advance, or the reservation may be canceled.

6. Review and sign the separate waiver of liability relating to Coronavirus/COVID-19.
7. Drop the form and check off at the Guard Station, or mail to 1959 Laukahi St., Honolulu, HI 96821. Additional forms are available at the Guard Station or on our web site ([waialaeiki5.com](http://waialaeiki5.com)).

### Visitor Parking

Reservation of the Pavilion does not include use of the parking lot for guest parking. Only resident vehicles with a WI5 decal may utilize the Pavilion parking lot. Visitors or guests attending a Party may park on Laukahi Street only.

### Tennis or Pickleball Courts

Rental of the Pavilion will include the ability to reserve tennis courts 1, 2 or 4 for a maximum of 5 hours. Reservation of one of the courts must be made more than one week prior to the Party. Rental of the Pavilion does not include the exclusive use of the other tennis courts or the private park. A resident and the resident's guests may play on the other tennis courts if there are no reservations for those courts. To reserve tennis courts 1, 2, or 4, please contact the General Manager at (808) 377-1905. All residents and guests are responsible for following the tennis court rules so please review the tennis court rules prior to the Party. Some of the tennis court rules are posted on the entry gates.

### Serving of Alcohol

If alcohol is served, Resident(s) agree to supervise the serving of alcohol at all times. Resident(s) are prohibited from serving alcohol to persons under the age of 21 years old and agree to comply with all Federal, State of Hawaii and County of Honolulu laws related to the serving of alcohol.

### Clean-up

After use, please:

- Wipe counters. ● Sweep the floors as needed. ● Mop up spills.
- Spot clean glass surfaces where needed. ● **Bag your trash and take it home with you.**
- Return all furniture to its original position. ● Remove all items from the refrigerator.
- Clean up the park area of any rubbish or other items from the Party.

### Grills

A gas grill is available and is allowed on the concrete areas fronting the Pavilion. An additional user fee of \$25.00 will be charged for use of the Association grill. No fires (including but not limited to charcoal or wood etc.) are allowed to be started or maintained on the Common Areas, except for the gas grill on the concrete deck around the Pavilion.

### Minors

Adults are responsible for the conduct of minors. The use of skateboards, rollerblades, scooters, bicycles, tricycles, etc., are prohibited on the tennis courts, all concrete areas around the Pavilion and the upper tennis court walkway. Please note that any cost for repairing damage to the Pavilion will be billed to you. **No water balloons, including launchers or catapults, are allowed. However, certain reusable water balloons are allowed which must be reviewed & approved by the General Manager first. Inflatable Bounce Houses or Slides are prohibited.**

### Tents

Residents must let us know ahead of time if they plan to use a tent so we can plan and mark the area in the park to prevent damage to the irrigation system. If you do not let us know ahead of time the tent will not be allowed. If there are adverse weather conditions, such as high winds, it will not be allowed. Any cost for repairing damage to the common areas because of the use of a tent will be charged to you. The owner must submit a certificate of insurance prior to acceptance of this reservation, listing the Association as Additional Insured from the tent vendor.

Name of property owner: \_\_\_\_\_

Telephone: Day \_\_\_\_\_ Evening \_\_\_\_\_

Date requested: \_\_\_\_\_ Time: From \_\_\_\_\_ To \_\_\_\_\_

Purpose of use: \_\_\_\_\_

Number of People expected: \_\_\_\_\_

Please indicate if you would like us to shred or mail your cleaning deposit check  Shred  Mail

By signing this application, you are releasing and discharging the Waialae Iki V Community Association, its members, agents, employees, representatives, directors, and officers from any and all liability for damage or loss, for any personal injury or property damage to you or any person(s) in your party. You agree to defend and indemnify Waialae Iki V Community Association, its members, agents, employees, representatives, directors, and officers from any and all claims for personal injury or property damage arising out of your use of the Pavilion, tennis courts and park.

Signature of Property Owner(s): \_\_\_\_\_ Date: \_\_\_\_\_ rev 03/2023

## RELEASE AND WAIVER OF LIABILITY

CAUTION: This is a release of legal rights. Read and understand it before accepting these terms. THIS RELEASE AND WAIVER OF LIABILITY (“Release”) is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_, by (“Resident(s)”) in favor of WAIALAE IKI 5 COMMUNITY ASSOCIATION, and its employees, successors, assigns, representatives, agents, attorneys, officers, directors, shareholders, members, beneficiaries, heirs, management company, managers, contractors and their successors and assigns (collectively called “Community”).

IN CONSIDERATION OF RESIDENT(S) BEING PERMITTED to use Community’s facilities and equipment, and subject to the limitations set forth under Hawaii law, resident(s) hereby freely and willfully execute this Release under the following terms.

1. FACILITIES: Community offers amenities for residents and their guests to use. This includes (without limitation) the pavilion, restrooms, tennis courts and private park, and facilities and equipment within the pavilion and other common areas of the Community. These amenities and facilities are collectively referred to herein as “the Facilities”.

2. ASSUMPTION OF RISKS: Resident(s) acknowledge the contagious nature of Coronavirus (COVID-19) and voluntarily assumes the risk that Resident(s) and their guests may be exposed to or infected by COVID-19 while on site at the Facilities, and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. Resident(s) acknowledge that the risk of becoming exposed to or infected by COVID-19 at the Facilities may result from the actions or inactions, omissions, or negligence of Resident(s), their guests, and others, including, but not limited to the Community. Resident(s) agree and accept, on his or her behalf and on behalf of all persons in Resident(s)’ household and guests, that the use of the Facilities may expose Resident(s) and their guests to heightened risk for COVID-19. Resident(s) and their guests assume any and all risks associated with the use of the Facilities and exposure to COVID-19. ALL USE OF THE FACILITIES IS AT RESIDENT(S)’ AND GUESTS’ OWN AND SOLE RISK.

3. PRECAUTIONS: Community strongly advises Resident(s) to visit <https://www.cdc.gov/coronavirus/2019-nCoV/index.html> for information about COVID-19. COVID-19 may cause severe illness and even death. Hawaii has community spread of COVID-19. COVID-19 is a viral illness that spreads from person to person via various methods, including but not limited to touch and airborne particles. Symptoms can range from mild (or no symptoms) to severe illness or death. A person can become infected by coming into close contact (about 6 feet) with someone who has COVID-19. A person may become infected from respiratory droplets when an infected person coughs, sneezes, or talks. A person may also become infected by touching a surface or object with the virus on it, and then touching the person’s face or other body parts. The best protection is to avoid being exposed to the virus that causes COVID-19. The U.S. Centers for Disease Control and Prevention’s (“CDC”) COVID- 19 Guidance suggests, in relevant part: (a) staying home as much as possible and avoiding close contact with others; (b) wearing a cloth face covering over your nose and mouth in public settings; © cleaning and disinfecting frequently-touched surfaces; (d) washing your hands often with soap and water for at least 20 seconds or using an alcohol-based hand sanitizer containing at least 60% alcohol; (e) completing

activities online as much as possible (rather than in person); (f) if you must go somewhere in person, staying at least 6 feet away from others and disinfecting items you must touch; (g) getting deliveries and takeout and limiting in-person contact as much as possible; and (h) staying home if you are sick, except to get medical care. Everyone is at risk of getting COVID-19. Older adults and people with serious underlying medical conditions may be at higher risk for more severe illness. Community has made Resident(s) aware of the risk of contracting COVID-19. Resident(s) understand that if Residents or their guests uses Facilities, they may contract COVID-19. Resident(s) will review the CDC's Guidance and website and the City and County of Honolulu website and guidance regarding COVID-19, available at <https://www.oneoahu.org/safe-oahu-responseplan> before using any Facilities. Resident(s) have reviewed those sources and is willing to accept the risk of contracting COVID-19 in using Facilities. Resident(s) agree to take all precautions to protect Resident(s)' and their guests' health and safety .

4. HEALTH/SAFETY: Community strongly recommends that Resident(s) and their guests: (a) consult with a medical doctor regarding the health and safety of Resident(s)' use of the Facilities, (b) maintain health insurance, (c) maintain 6 feet social distancing, (d) wear a face mask, (e) wash hands often with soap and water, and (f) be fully vaccinated. Resident(s) agree that it is Resident(s)' responsibility to check if Resident(s) or their guests have COVID-19 symptoms, including but not limited to a fever, cough, headache, loss of taste or smell, shortness of breath, feels ill or has come into contact with any person who has tested positive for COVID-19 and has not fully recovered. Resident(s) agree that persons will not use the Facilities.

5. WAIVER, RELEASE, INDEMNIFICATION: To the fullest extent allowed by Hawaii law, Resident(s), on behalf of Resident(s)' self, spouse, children, other members of Resident(s)' household and guests and Resident(s)' heirs, successors, and assigns, hereby waives, releases and forever discharges and holds harmless the Community from any and all liability and any and all claims, demands, rights of action, or actions, of whatever kind of nature, either in law or equity, which arise or may hereafter arise from Resident(s)' use of Facilities, which relate to COVID-19 or any related illness. Resident(s) understand and acknowledge that Resident(s)' execution of this Release discharges and will discharge the Community from any liability or claim that Resident(s) may have against the Community with respect to any bodily injuries, personal injuries, illnesses, contraction of COVID-19, death or injury from COVID-19, property damage, or any and all other claims that may result from Resident(s)' use of the Facilities.

In consideration of Community's consent to Resident(s)' use of the Facilities, Resident(s) hereby agree to fully defend, indemnify, and hold harmless Community and its directors, officers, employees, agents, volunteers, sponsors, and contractors from and against any claim that Resident(s), Resident(s)' family, guests, visitors, legal guardian, heirs, successors, assigns, or any other person may have for any losses, damages, death, or injuries arising out of or in connection with Resident(s)' use of the Facilities.

6. COMPLIANCE WITH RULES, REGULATIONS, MANDATES AND LAWS: Resident(s) acknowledge that he/she accepts full responsibility to ensure that all rules, regulations, mandates,

and laws established by the Community, Mayor of the City and County of Honolulu, the Governor of the State of Hawaii, and the CDC are followed by Resident(s) and all guests, and that Resident(s) will strictly abide by all federal, state or local guidance regarding COVID-19, including rules or guidance promulgated by the CDC, along with social distancing requirements. Resident(s) and other users of the Facilities will be responsible for providing their own sanitizer and cleaning supplies. Community may establish additional rules or regulations, and it is Resident(s)' responsibility to be informed about and comply with such rules or regulations.

7. NO WAIVER: Resident(s) understand that nothing in this Release will be construed as a waiver of claims based on the gross negligence or willful acts of the Community. Resident(s) further understand that nothing included herein shall be construed as a waiver by Resident(s), members of Resident(s)' family or guests, of any claims against any other user of the Facilities or other common areas, including their children or guests for damages or injuries resulting from the use of the Facilities, recreational facilities or other common areas.

8. COMPLETE RELEASE: This Release is intended as a full and complete release as to any and all claims resulting from the use of the Facilities or other common areas, and Resident(s) do hereby release the Community from such claims in the future.

9. DURATION: This Release shall remain effective for any use of the Facilities by Resident(s) and their guests. Notwithstanding any lifting of any restrictions in the City and County of Honolulu, Community may, in its sole and absolute discretion, prohibit all access to the Facilities at any time, which prohibition shall not limit the terms or conditions in this Release.

If any provision of this Release is held invalid, the remaining provisions shall not be affected.

IN WITNESS WHEREOF, Resident(s) agree to this Release and executes it as of the date first written above.

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Address

Dated: \_\_\_\_\_

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Address

Dated: \_\_\_\_\_