



TERMS AND CONDITIONS:

Registration and/or condominium occupancy indicate guest's acceptance of the following:

1. The Guest agrees that (i) DESTINATION RESIDENCES HAWAI'I, (ii) the owner of the condominium in which the guests will reside, or (iii) the condominium and/or community association within which the condominium is located are not responsible for and cannot be held liable for any personal injury or death suffered by the Guest or by a member or guest of the Guest's party, or for any loss or damage of property of said Guest, member or guest, nor for any claims arising from the failure of operating systems or appliances within the interior and/or exterior of the rental condominium. Specifically, the Guest acknowledges and agrees to the following:
 - a. The Guest hereby waives and releases any claims against the condominium owner, owner's rental agent, any applicable condominium and/or community association, and their respective successors, assigns, employees or representatives, officially or otherwise, for any injuries or death that may be sustained by the Guest, the Guest's family member, guest or invitee, on or near the condominium property or arising from the use of the recreational facilities or equipment described below in sub-paragraph 2(e). The Guest agrees to use the condominium and its facilities/equipment entirely at the Guest's own initiative, risk, and responsibility. The Guest assumes sole responsibility for personal property of the Guest and those persons claiming under the Guest.
 - b. The Guest hereby agrees to defend, indemnify, and hold harmless the condominium owner, owner's rental agent, any applicable condominium and/or community association, and their respective successors, assigns, employees or representatives, officially or otherwise, for any damages, costs, expenses, and attorneys' fees due to any claims relating to injuries or death that may be sustained during the Guest's stay on or near the condominium property or arising from the use of the recreational facilities or equipment described below in sub-paragraph 1(e).
 - c. The Guest hereby acknowledges that the ocean is inherently dangerous and going in or near the ocean can result in serious injury or death. Ocean hazards include, but are not limited to, dangerous shore break/waves, strong current/undertow, high surf, sharp reef and rocks, and possibility of sharks, jelly fish, eels, or other animals or bacteria.
 - d. The Guest acknowledges that lanais and lanai railings are potentially dangerous if improperly used, particularly with regard to children or individuals with physical or mental deficiencies, who may not appreciate the potential risks involved.
 - e. The Guest acknowledges that the condominium has access to various recreational facilities, including, without limitation, tennis courts, fitness center, a swimming pool and spa. The Guest further acknowledges that the condominium or its facilities may be equipped with recreational or sports equipment, including, but not limited to bicycles, beach chairs, and umbrellas. The Guest acknowledges that using these facilities or equipment may be potentially dangerous if done improperly or by inexperienced persons. The Guest acknowledges and agrees that the Guest will be responsible for and will assume the risk for himself or herself and any of the Guest's minor family members, guests, or invitees that use such facilities and/or equipment. Guest hereby agrees to supervise any children, non-swimmers, individuals with physical or mental deficiencies, and all others using such facilities and/or equipment and to take full responsibility for their supervision.
2. The Guest will be responsible for any damages to the condominium, amenities, or other facilities which are incurred during the Guest's stay. This includes but is not limited to water, fire, stains, broken or missing items, smoking in the unit and associated odor remediation/cleaning and/or replacement of items, and any repairs, labor and loss of revenue due to repair downtime. DESTINATION RESIDENCES HAWAI'I will charge the credit card on file for such damages.
3. A credit card authorization will be taken as security deposit for any damages or outstanding balances left unsettled at time of departure. The Guest agrees that DESTINATION RESIDENCES HAWAI'I may charge said credit card for any and all amounts due and owing as a result of the Guest's stay.
4. Only registered guests (including children) or persons authorized by DESTINATION RESIDENCES HAWAI'I are allowed in the condominium or the condominium's facilities. All others are subject to eviction. Exceeding the maximum occupancy for the condominium (which includes children and infants) will result in penalties, eviction and forfeiture of all monies collected.
5. DESTINATION RESIDENCES HAWAI'I Management reserves the right to modify the terms and conditions at its own discretion.