

COVID-19 WAIVER

COVID-19 RELEASE OF LIABILITY AND WAIVER OF CLAIMS

NOTICE: By signing this document you may be waiving certain legal rights, including the right to sue. If you are uncertain of your rights or obligations under this agreement, you may wish to consult an attorney.

In consideration of being allowed to participate in Pure Gen Lifestyle Incentive, or other programs (“Programs”) or being on the premises at Fairmont Orchid Hawaii, or any other location under the control of Releasees (individually and collectively, the “Event”), the below signed individual (the “Participant”), do hereby agree, to the fullest extent permitted by law, as follows:

1) UNDERSTANDING OF RISK. I understand the hazards of the novel coronavirus (“COVID-19”) and I am familiar with the Centers for Disease Control and Prevention (“CDC”) guidelines regarding COVID-19. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines and State of Hawaii Safe Travels requirements and guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates. I also understand it is my responsibility to comply with any State of Hawaii requirements prior to participating in the Event and that my failure or inability to comply with any State of Hawaii or other requirements shall not entitle me to any compensation, monetary or otherwise. I understand that by participating in the Programs and/or being on the premises of the Facility I may be exposed to and/or infected by COVID-19 and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of being exposed to or infected by COVID-19 at the event may result from the actions, omissions, or negligence of myself or others, including the Releasees and other participants.

3) ACCEPTANCE OF RISK. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate in the activities. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being at the Facility and participating in the Programs and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Pure Gen Holdings, event host, the businesses operating at this event, and each of their employees, agents, and representatives (collectively, the “Releasees”) from any liability including, but not limited to, personal injury, disability, and death, illness, damage, loss, claim, liability, or expense, of any kind (collectively, “Claims”) related to COVID-19 which might occur as a result of my being at the event or participation in the Programs. I UNDERSTAND AND AGREE THAT THIS RELEASE INCLUDES ANY CLAIMS BASED ON THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE RELEASEES.

4) INDEMNIFICATION. I shall indemnify, defend, and hold harmless, the Releasees from and against any and all Claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorney’s fees, costs and disbursements) arising out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury.

5) ENTIRE AGREEMENT. In entering into this agreement, I agree that I am not relying upon on any oral or written representations other than what is set forth in this Agreement. This agreement is the complete and final record pertaining to my participating in, association with, involvement of any type in the aforementioned Programs and/or my being on the premises of the Event. As such, any and all oral, written, or implied agreements in relation to my participation in the Programs are inapplicable.

6) SEVERABILITY. The invalidity of any provision of this agreement shall not affect the enforceability or effectiveness of any other provision. If any provision of this agreement shall be held void, invalid or inoperative, such event shall not affect any other provisions herein which shall continue and remain in full force and effect as though such void, invalid or inoperative provision had not been a part hereof.

7) BINDING EFFECT. In the event of my death or incapacity, this agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns, and representatives.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Participant Name:

First Name

Last Name

Signature of Participant: _____

Date: _____