

**ASSOCIATION OF APARTMENT OWNERS  
OF MANA KAI-MAUI**

**RELEASE AND INDEMNIFICATION AGREEMENT**

A. The undersigned ("Releasor") being the owner or owners and/or resident or residents of Apartment No. \_\_\_\_\_ (the "Apartment") of the Mana Kai-Maui condominium project hereby requests that the Association of Apartment Owners of Mana Kai-Maui retain a duplicate key to the Apartment. In consideration of the Association's agreement to retain such key, Releasor hereby releases and forever discharges the Association, its Board of Directors, individual directors, officers, employees, representatives, agents, attorneys, members, and assigns of and from any and all disputes, claims, demands, actions, causes of action, claims for relief, liabilities, costs, expenses, fees, attorneys' fees, injuries, losses, and damages related, in any manner whatsoever, to the retention of such key, the loss of such key, the use of such key to provide or gain access to the Apartment, or the decision not to provide access to the Apartment. Further, in consideration of the Association's agreement to retain said key, Releasor hereby agrees to indemnify, defend, and hold harmless the Association, its Board of Directors, individual directors, officers, employees, representatives, agents, members, attorneys, and assigns from and against any and all disputes, claims, demands, actions, causes of action, claims for relief, liabilities, costs, expenses, fees, attorneys' fees, injuries, losses, and damages related to, in any manner whatsoever, the retention of such key, the loss of such key, the use of such key to provide or gain access to the Apartment, or the decision not to provide access to the Apartment.

B. Releasor understands and agrees that: 1) access to the Apartment may be denied for any reason whatsoever; 2) access to the Apartment may be limited to emergencies (see Paragraph C below) and lock outs; 3) access to the Apartment may be denied if adequate identification, in the sole discretion of the person providing access to the Apartment, is not provided verifying the identity of the person seeking access to the Apartment; provided, however, that this provision shall not create any obligation on the person providing access to the Apartment to verify the identity of the person seeking access to the Apartment; and 4) Releasor may be required to give written authorization to the Board to provide access to the Apartment to third persons.

C. In addition to the above, in the event of a situation considered to be an emergency, in the sole discretion of the person providing access to the Apartment, Releasor authorizes the use of the key to provide access to the Apartment to police officers, firefighters, paramedics, and other persons whose access is deemed necessary and/or appropriate by said person providing access to the Apartment. This Paragraph C shall in no way limit any right, power, authority, release, indemnity, agreement, and/or provision granted, provided for, and/or stated in Paragraphs A and B above.

D. In addition to the above, Releasor recognizes that the Association must perform regular maintenance on the interior of the apartment to protect the common elements (e.g., pest control treatment, inspection of air conditioning system) and Releasor authorizes the use of the key to provide access to the Apartment to perform such maintenance upon reasonable notice as shall be given by the Association to such persons whose access is deemed necessary and/or appropriate by the Association. This Paragraph D shall in no way limit any right, power, authority, release, indemnity, agreement, and/or provision granted, provided for, and/or stated in Paragraphs A and B above.

Dated: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Owner/Resident (Signature)  
"Releasor"

\_\_\_\_\_  
Owner/Resident (Printed Name)  
"Releasor"

\_\_\_\_\_  
Owner/Resident (Signature)  
"Releasor"

\_\_\_\_\_  
Owner/Resident (Printed Name)  
"Releasor"