

**Association of Apartment Owners  
Of Waikalani Woodlands**

**Release and Indemnification Agreement**

The undersigned ("Releaser") being the Owner(s) and/or resident(s) of Apartment No. \_\_\_\_\_ of the Waikalani Woodlands condominium project hereby requests that the Association of Apartment Owners of Waikalani Woodlands store Releaser's personal property in its storage facility. In consideration of the Association's agreement to store Releaser's personal property in its storage facility, Releaser hereby releases and forever discharges the Association, its Board of Directors, individual directors, officers, employees, representatives, agents, attorneys, members, and assignees 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 storage of Releaser's personal property in its storage facility. Releaser expressly understands and acknowledges that storage is voluntary and is strictly at the Releaser's risk.

Further, in consideration of the Association's agreement to store Releaser's personal property in its storage facility, Releaser 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, cost, expenses, fees, attorneys' fees, injuries, losses, and damages related to, in any manner whatsoever, the storage of Releaser's personal property in its storage facility.

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

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

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

A. Notwithstanding anything to the contrary contained herein, handicapped residents shall:

- 1) Be permitted to make reasonable modifications to their apartments and/or the common elements at their expense, if such modifications are necessary to enable them to use and enjoy their apartments and/or the common elements, as the case may be; and
- 2) Be allowed reasonable exemptions from these House Rules when necessary to enable them to use and enjoy their apartments and/or the common elements, provided that any handicapped resident desiring to make such modifications or desiring such exception shall so request in writing. That request shall set forth, with specificity and in detail, the nature of the request and the reason that the requesting party needs to make such modification or to be granted such an exception.
- 3) The Board of Directors shall not unreasonably withhold or delay its consent to such request, and any such request shall be deemed to be granted if not denied in writing, within forty-five (45) days of the Board's receipt thereof or any additional information reasonably required by the Board in order to consider such a request, whichever shall last occur.

#### **SECTION 12 - COMMON AREA STORAGE**

- A. Personal property may NOT be left or stored in any common area except those rooms set aside for limited storage. The Association assumes no liability for any loss or damage to articles stored in common areas. Personal property to include motorcycles, pocket bikes, bicycles, tricycles, toy cars, etc., left or stored in any common area may be removed at the owner or tenant's expense pursuant to Chapter 515, Hawaii Revised Statutes.
- B. Storage areas are meant for storage ONLY. There are no in-and-out privileges. Access is limited to once a week and no more that four (4) times per month maximum.
- C. Residents who store belongings in a storage room must sign and file with the resident manager a "Hold Harmless Agreement" (Release and Indemnification Agreement) attached to these rules. Additional forms may be obtained from the resident manager.
  - 1) Belongings must be stored and stacked in safe, stable, and considerate manner.
  - 2) Clearly marked with the owner's name and apartment number. (Unidentified items will be considered abandoned and dealt with accordingly.)
  - 3) Organized so that there are aisles which permit firefighters and all residents using the room easy access to their belongings.
  - 4) Arranged so that they can be easily moved for cleaning and fumigating.