

COVID-19 ADDENDUM TO GUEST AGREEMENT

THIS ADDENDUM AFFECTS YOUR LEGAL RIGHTS; PLEASE READ CAREFULLY BEFORE SIGNING

THIS ADDENDUM is part of the Guest Agreement entered into by the undersigned Guest (“Guest”) for a home at Seabrook. This Addendum modifies the Guest Agreement and will control over any inconsistent provision of the Guest Agreement.

1. In order to accept the Guest’s reservation of a Home at Seabrook and the Guest’s signing of the Guest Agreement, Seabrook requires that the Guest read and sign this Addendum, including the acknowledgments, waivers, and releases in this Addendum. The Guest acknowledges that Seabrook would not enter into the Guest Agreement without the Guest’s execution of this Addendum.
2. Seabrook Hospitality Management LLC (“Seabrook”) has reopened the Seabrook Community to guests after a period of shutdown ordered by the Governor of Washington due to the coronavirus/COVID-19 pandemic. In consultation with Grays Harbor County officials, Seabrook has determined that it may re-open as part of Phase 1 of the Governor’s Safe Start Plan.
3. As it reopens, Seabrook has issued a plan entitled “Seabrook’s Phased Approach” (“Seabrook Plan”), which among other things, provides for enhanced housekeeping measures for all homes available to guests. The Guest has been provided with a copy of the Seabrook Plan and has had an opportunity to review it.
4. As part of the Guest Agreement, the Guest agrees to abide by all applicable laws and restrictions issued by the State of Washington, Grays Harbor County, and other governmental authorities relating to COVID-19. This includes without limitation all “social distancing” requirements. The Guest also agrees to abide by (and to cause all members of the Guest’s household to abide by) the Seabrook Plan and any other rules or guidelines issued by Seabrook before the end of the Guest’s stay at Seabrook.
5. The Guest will observe these requirements as a condition of their stay at Seabrook. In addition, the Guest understands and acknowledges that Seabrook cannot make any guarantees or assurances to the Guest concerning the Seabrook Plan and other COVID-related measures adopted by Seabrook. In particular:
 - a. The Guest acknowledges that the COVID-19 pandemic has led to limitations on or curtailment of many amenities at Seabrook, including without limitation recreational amenities and restaurant and retail services. The Guest has accepted those limitations in deciding to stay at Seabrook.
 - b. Seabrook does not guarantee that the Seabrook Plan and other COVID-19-related measures are state-of-the-art or that they will be effective to prevent the spread of the coronavirus or COVID-19 at the Seabrook Community.
 - c. Seabrook will use diligent efforts to implement the Seabrook Plan and other measures but does not assume the responsibility for enforcement of the Seabrook Plan and other measures against all persons in the Seabrook Community. Nor will Seabrook have any liability for Guest for any violation of any applicable state or local law relating to the COVID-19 pandemic including any mistaken interpretation of any such law or any inadvertent non-compliance. The Guest’s agreement to abide by applicable law and the

Seabrook Plan and other measures does not depend on whether other persons are in compliance.

- d. The Guest represents and warrants to Seabrook that neither the Guest nor any member of the Guest's household is experiencing any symptoms of coronavirus infection at the time the Guest signs the Guest Agreement and this Addendum. The Guest agrees that in the event the Guest or any member of the Guest's household becomes symptomatic while at Seabrook, the Guest will immediately seek medical attention for the symptomatic person and observe best practices recommended and required by applicable law, including isolation measures for the symptomatic person. The Guest acknowledges that this may require that the Guest and the Guest's household cut their stay at Seabrook short.
- e. The Guest acknowledges that, even with applicable legal requirements and the Seabrook Plan and other measures, the COVID-19 pandemic presents a heightened risk to the health and safety of all persons, and that these risks are largely beyond the control of Seabrook or any other person or entity. The Guest has considered these heightened risks in deciding to make a reservation and enter into the Guest Agreement.
- f. The Guest agrees that neither Seabrook, nor any of Seabrook's affiliated entities, nor any of their members, beneficial owners, officers, employees, contractors, or agents, nor the owner of the Home where the Guest is staying or any other Seabrook homeowner, nor any Seabrook merchant (all such persons and entities collectively, "Seabrook Parties"), will have any liability to the Guest nor any member of the Guest's household for any loss, cost, liability, injury, sickness or death, or third-party claim, resulting from or arising during the Guest's stay at Seabrook ("COVID-19 Risks"). COVID-19 Risks specifically include any coronavirus infection that may occur to Guest or any member of Guest's household at Seabrook, and all consequences of such an infection. To the fullest extent permitted by applicable law, the Guest agrees, for itself and all members of the Guest's household (a) to assume all COVID-19 Risks, (b) to release all the Seabrook Parties from all COVID-19 Risks, and (c) to hold the Seabrook Parties harmless from all COVID-19 Risks.

The Guest has reviewed this Addendum and understands and agrees to all its terms. The Guest acknowledges that it is under no compulsion to sign this Addendum and does so voluntarily and that it has been informed that, if the Guest chooses not to sign, it may terminate its reservation and the Guest Agreement, in which event it will receive a refund of all amounts paid to date.