

HEALTH DECLARATION AND RELEASE FORM

I hereby declare under oath that within the 14 (fourteen) days immediately preceding the date of this Health Declaration and Release form, I or one of my companions:

- A. We have tested positive, we are awaiting results, or we have been identified as a possible carrier of the SARS-COV-2 virus: **YES / NO**
- B. We have experienced at least two of the following symptoms (cough, fever, headache) with at least one of the following (breathing difficulties, pain or burning in the throat, runny nose, red eyes, muscle or joint pain): **YES / NO**
- C. We have been diagnosed with diseases such as: diabetes, hypertension, cancer, Chronic obstructive pulmonary disease (COPD), human immunodeficiency virus (HIV), or with Cardiovascular: **YES / NO**

Which one? _____

- D. Any of the undersigned is pregnant: **YES / NO**
- E. We have been in China, Hong Kong, South Korea, Japan, Italy, Iran, Singapore, Spain, France, Germany, or any of the following US states: Washington, California or New York: **YES / NO**
- F. We have been in direct or indirect contact with someone we know is a carrier of the SARS-COV-2 virus: **YES / NO**

Furthermore, I hereby acknowledge and declare that:

- (i) I fully know the symptoms of the disease caused by the SARS-COV-2 virus, as well as that staying at the Hotel implies a high risk of contagion for me and for other guests, for which the Hotel has adopted measures and makes efforts to, as far as possible, mitigate the risk of contagion within its facilities.
- (ii) I have been informed and know the rules, conditions and procedures for implementing the Health Prevention and Protection Measures related to COVID-19 within the Hotel, while I acknowledge that such rules, conditions and procedures are adjusted to the requirements of the competent authorities and do not constitute discriminatory practices.
- (iii) I understand and accept that high-risk situations may occur if I fail to comply with the security and prevention measures determined by the General Directorate and the Security Department, therefore, in case of partial or total breach of any of these measures, I will assume the responsibility that these breaches cause to my person and my health, and I accept that the Hotel will be authorized to decide on the immediate termination of the lodging services for me or my companions.
- (iv) I'm aware that, as a complementary service to my reservation, the Hotel has an authorized medical service provider to take the sample and deliver the results of the PCR and/or Antigen tests (the "Tests") for the detection of the SARS-COV-2 virus.
- (v) I have been informed that, if the result of the Tests is required by the airline or airport authority in the city of departure within Mexico or at the point of return to my place of residence, the Test must be required from the authorized medical service provider 72 (seventy-two) hours in advance of the travel date.
- (vi) Any personal information that we provide to Corporación Inmobiliaria KTRC, S.A. de C.V. will be treated with strict confidentiality and will be used solely for the purpose of knowing the guests' state of health to guarantee their safety and well-being, as well as that of the Hotel staff.

Considering the previous statements, I commit to the following:

- (i) To present at the time of check-in evidence or proof of vaccination, or negative result of PCR test performed within 72 (seventy-two) hours before arrival.
- (ii) To respect the rules and limits established (timetables, permitted sites, number of people, etc.) during the stay at the Hotel. In addition, in case of changes in the circumstances, activities and/or alert situation, I will abide by and follow the procedures established in the contingency plans and indications of the security staff, in the same way I will adhere to the corresponding sanctions in case of non-compliance with the rules.
- (iii) If I or any of my companions present the symptoms listed in statement B during my stay at the Hotel, I will report such situation to the Public Relations manager and request the authorized medical service provider, or another different provider at my solely discretion, the completion of the Test(s).
- (iv) To maintain strict quarantine within my room and do not visit any public spaces within the Hotel facilities or another room, nor allow third parties visits to my room, as long as I or any of my companions have not received a negative result from the Tests performed
- (v) From this moment on, effective immediately, I release from liability and oblige myself to hold safe and sound the Hotel, the company Corporación Inmobiliaria KTRC, S.A. de C.V., Nobu Hospitality, LLC, including, but not limited to, any of their owners, operators, affiliates, subsidiaries, patent entities, employees, collaborators, and/or direct agents (collectively, the “Released Party”), of any kind of claims, demands, judgments, procedures and in general of any complaint and disagreement that may be filed in Mexico or abroad (collectively, the “Claims”) by reason of or related to the declarations and obligations assumed hereby. Likewise, I oblige myself not to initiate, promote or be part of any Claim against the Released Party for the aforementioned reasons.

The above statements and obligations apply respectively to all my companions, including minors and/or incapacitated persons whose guardianship and responsibility I fully assume.

I declare that I have read and understood the content of this document and, being aware of its scope, I sign my consent.

			Date:	Time:
When YES, please, identify the guest	Name	Telephone number	E-mail	Signature