

## WAIVER OF LIABILITY AND RELEASE

This Waiver of Liability and release (the "Release") executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (the "Volunteer(s)") who resides at \_\_\_\_\_ (address), in favor of HOMEOWNERS ASSOCIATION OF SISSON MEADOWS, INC., BREVARD County, Florida. (the "Association").

The Volunteer(s) desires to work as a volunteer for the Association and engage in the activities related to being a volunteer(s) (the "Activities"). The Association desires to accept the benefits of such volunteer labor if and only if the Volunteer(s) agrees to indemnify and hold the Association harmless for any claims for damage, injury or death to the Volunteer(s) or Volunteer's property resulting directly or indirectly for the volunteer labor being performed. The Volunteer(s) understands that the Activities may include structural repairs, maintenance and miscellaneous nominal construction activities including but not limited to use of power tools and loading and unloading of construction equipment and materials, and any other labor the Association may deem necessary from time to time.

The Volunteer(s) hereby freely, voluntarily, and without duress executes this Release under the following terms:

**1. Release and Waiver.** Volunteer(s) does hereby release and forever discharge and hold harmless the Association and its officers, directors, members, agents and successors and assigns from any and all liability, claims, suits, judgments, actions, causes of action, debts, sums of money, accounts and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteer's Activities with the Association.

Volunteer(s) understands that this Release shall release, indemnify, hold harmless and forever discharge the Association from any liability or claim that the Volunteer(s) may have or may assert against the Association including but not limited to any claims for any bodily injury, personal injury, illness, first aid, medical treatment or service, death or property damage that may result directly or indirectly from Volunteer's Activities with the Association, whether caused by the negligence of the Association or its officers, directors, employees, members, or agents or otherwise. Volunteer(s) also understands that the Association does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

Volunteer(s) hereby agrees that he/she shall release, indemnify and hold the Association and its officers, directors and members harmless from any claims, demands, suits, judgments, actions, causes of action, debts, sums of money, accounts, claims and demands made by third parties arising out of or related to the Volunteer's performance of Volunteer labor as set forth herein.

**2. Other.** Volunteer(s) expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Florida and that this Release shall be governed by and interpreted in accordance with the laws of the State of Florida. Volunteer(s) agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of

competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

3. **Consideration.** The parties hereto acknowledge that the Association has paid the Volunteer(s) One Dollar (\$1.00) as specific consideration for the indemnification herein provided, the receipt and adequacy of which is hereby acknowledged.

**PLEASE READ CAREFULLY AS THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS AND IF YOU SIGN THIS DOCUMENT YOU WILL BE RELINQUISHING ANY RECOURSE YOU MAY HAVE AGAINST THE ASSOCIATION FOR THE WORK YOU WILL PERFORM IN THE COMMUNITY, FOR THE USE OF THE TOOLS, EQUIPMENT AND VEHICLES AND FOR DEATH OR INJURY TO PERSONS OR PROPERTY INCLUDING YOURSELF OR THIRD PARTIES.**

IN WITNESS WHEREOF, Volunteer(s) has/have executed this Release as of the day and year first above written.

\_\_\_\_\_  
Witness PRINT

\_\_\_\_\_  
Volunteer PRINT

\_\_\_\_\_  
Volunteer PRINT

\_\_\_\_\_  
Witness SIGN

\_\_\_\_\_  
Volunteer SIGN

\_\_\_\_\_  
Volunteer SIGN

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: (#1) \_\_\_\_\_

(#2) \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_  
Witness PRINT

By: \_\_\_\_\_  
HOMEOWNERS ASSOCIATION OF SISSON MEADOWS

\_\_\_\_\_  
Witness SIGN