

PRESERVE AT WILDWOOD HOMEOWNER'S ASSOCIATION

LIABILITY WAIVER AND RELEASE

THIS WAIVER, dated this _____ day of _____, 20____ is entered into between the Preserve at Wildwood Homeowner's Association ("Association") and _____ ("Volunteer").
(*PRINT NAME*)

Activity Description: _____

Waiver Expiration Date: _____ ex. (Good Until Cancelled)

DEFINITIONS

- A. "Association" as described here in includes its officers directors, agents, employees, representatives, assignees or successors.
- B. "Volunteer" is the person whose signature appears at the end of this document and who desires to perform services in the community, associated with, and directed by the Association.
- C. "Activities" include all activities involved with any and all work performed as a onetime event or as an ongoing effort, with or without the use of equipment, in and/or on the common area, including but not limited to maintenance, repairs, replacement and improvements to existing and/or new landscaping, lawns, trees and shrubs, plantings, fencing, lighting, building exteriors, drive ways, walk ways, sprinkler systems, mechanical and/or electrical devices and equipment, or other elements or additions to the common area,, and so long as these activities comply with Association governing documents and have the knowledge, consent, and written approval of the Association's Board of Directors.
- D. "Common Area" has the meaning ascribed to it in the Association's governing documents.

RECITALS

In consideration for the approval of Volunteer's Activities with the Association, the undersigned, jointly and severally, makes the following statements, agreements, commitments, waivers, releases, covenants, indemnities, and representations:

Representations.

Volunteer is at least 18 years old at the time that (1) he/she engages in the above listed Activities. Volunteer represents and warrants that he/she is fully aware of the Activities; (2) is fully able to understand and evaluate the risks of the Activities; (3) is

physically and mentally able to engage in such Activities and; (4) assumes full responsibility for the acceptance of risk connected to such Activities.

Waiver, Release, Discharge, Covenant Not to Sue, and Indemnity.

The undersigned hereby waives all claims of liability that Volunteer or Volunteer's legal representatives, successors, assigns, agents, contractors, licensees, invitees, tenants, guests, or members of Volunteer's family may have against the Association. Volunteer hereby agrees to indemnify and hold harmless the Association, its agents, directors, employees, legal representatives, and their successors and assigns from and against any and all claims, liabilities, losses, demands, attorney fees, and court costs arising from any property damage or any personal injury to, or death to, any persons, including but not limited to the Volunteer and/or the Volunteer's spouse, child, or children as a result of the Volunteer, or Volunteer's licensees, invitees, tenants, guests, or members of Volunteer's family participating in any manner whatsoever in the Activities. The Volunteer shall promptly pay to the Association, its successors, and/or assigns the full amount of any such costs, loss, or damage which the Association, its successors and/or assigns may sustain or incur, or for which the Association, its successors, or assigns may be liable.

Assumption of Risk.

The undersigned, on behalf of him/herself, his/her personal representatives, heirs, successors, assigns, and children, hereby assume all risks of participation in the "Activities" by "Volunteer" whether such risks are caused by negligence of the Association or any person or otherwise.

Emergency Medical Care.

Although the undersigned acknowledges that there is no obligation of any person to provide them medical care during or after the "Activities," in the event emergency medical care is rendered to any of the undersigned, he/she hereby consents to such care.

Each of the undersigned has read and fully understands the statements made above and voluntarily signs this Waiver, Release, Covenant Not to Sue, and Indemnity and agrees that no oral representations, warrants, statements, or agreements, apart from this Instrument, have been made to them on behalf of the Association. This document is intended to be as broad and inclusive as is permitted by the laws of the State of Florida. If any portion is held invalid, it is agreed that the laws of the State of Florida shall govern this Instrument.

Volunteer Signature

Date

Age

Address

Email