



Whisper Dunes Homeowners Association, Inc.

WAIVER AND RELEASE OF LIABILITY FOR VOLUNTEER SERVICES

This Waiver and Release of Liability ("**Release**") is executed by _____ ("**Volunteer**"), in favor of Whisper Dunes Homeowners Association, Inc. ("**Association**"), and shall be effective on the date signed below ("**Effective Date**").

WITNESSETH:

WHEREAS, Volunteer desires to provide volunteer services and engage in activities (collectively, the "Activities") designed to benefit the Association and/or the Whisper Dunes at community and / or Association property;

NOW, THEREFORE, in consideration for the opportunity to volunteer for the Association and participate in the Activities and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Volunteer, Volunteer hereby agrees as follows:

1. **Representation of Good Health.** Volunteer represents that he/she is in good health and has no mental or physical condition preventing Volunteer from participating in or engaging in Activities.
2. **Volunteer Position.** Volunteer understands that the scope of Volunteer's relationship with Association is limited to a volunteer position and that no compensation is expected in return for services provided by Volunteer; that Volunteer is not an employee of Association and has no authority to act on behalf of Association; and that Volunteer is responsible for his/her own insurance coverage in the event of personal injury or illness as a result of Volunteer's involvement in the above-listed activity. Further, no independent contractor relationship or joint venture is created by virtue of Volunteer's participation or engagement in the Activities.
3. **Assumption of Risk.** Volunteer understands and acknowledges that there may be risks and dangers involved through Volunteer's participation in the Activities. These risks and dangers may result not only from actions, inactions, or negligence of Volunteer, but also from the actions, inactions, or negligence of others (including other volunteers and/or the Association, its members, officers, directors, employees, agents, or assigns), and including with relation to conditions of the common area or any property or equipment used. Volunteer agrees to participate in the Activities with knowledge of the possible risks and dangers involved. Volunteer voluntarily assumes and unequivocally accepts any and all risks of injury or death which may result from Volunteer's participation in the Activities, regardless of how such injury or death may arise, and regardless of who is at fault.
4. **Waiver and Release:** Volunteer, for himself/herself, and Volunteer's heirs, beneficiaries, estate, and next of kin hereby releases, waives, covenants not to sue, agrees to defend, and forever discharges Association and its present, former, and future supervisors, staff, officers, managers, lawyers, engineers, employees, amenity staff, representatives and agents, and all of the successors and assigns of the foregoing (together, "**Released Parties**") from any and all liability, claims, lawsuits, actions, suits or demands, whether known



or unknown, in law or equity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney's fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, my participation as a volunteer to the Association, including any and all on-site or off-site activities related to the services or properties of the Association, and any transportation provided by the Association to and from such activities. Volunteer understands that the Association is not responsible for personal property lost or stolen while Volunteer is participating in these activities.

5. **Insurance:** Volunteer understands that Association does not assume any responsibility for or obligation to provide Volunteer with financial or other assistance, including but not limited to medical, health or disability benefits or insurance of any nature in the event of Volunteer's injury, illness, death or damage to property.
6. **Medical Treatment:** Volunteer hereby releases and forever discharges the Association from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during Volunteer's tenure as a volunteer with Association.
7. **Rules:** Volunteer acknowledges and agrees that he/she shall be bound at all times by the terms and conditions of the policies, rules and regulations of the Association, as currently in effect and as may be amended from time to time.
8. **Term.** This Release shall go into effect on the Effective Date and remain in effect until such time that Association has received a written revocation of this Release from Volunteer.
9. **Indemnity.** Volunteer agrees to indemnify, defend, and hold the Association and the Released Parties harmless from and against all losses and liabilities caused by or arising out of Volunteer's gross negligence or intentional acts.
10. **Other:** This Release shall be governed by and interpreted in accordance with the laws of the State of Florida, and is intended to be as broad and inclusive as permitted by the laws of the State of Florida. Volunteer agrees that if any portion of this Release is deemed invalid, that the remainder will remain in full force and effect.

I am of legal age (18 years or older) and am freely signing this Release. I have read this Release and understand its terms, and further understand that by signing this document that I am waiving certain legal rights and remedies.

Participant Name: _____ Date: _____

Participant Signature: _____

Full Physical Address: _____

Phone Number: _____

Emergency Contact: _____

Phone Number: _____