



RESIDENTS' ASSOCIATION, INC.

## **VOLUNTEER RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

**THIS VOLUNTEER RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT ("Agreement")** is executed on that date entered below by and between the undersigned individual ("**Volunteer**") and VITALIA AT TRADITION RESIDENTS' ASSOCIATION, INC. ("**Association**").

In consideration for the Association permitting the Volunteer the opportunity to perform volunteer activities and services, including but not limited to performing work or participating in activities or tasks for the Association or upon the Community Property, as that term is defined in that certain DECLARATION FOR VITALIA AT TRADITION, recorded at Official Records Book 3459, Page 693, public records of Saint Lucie County, Florida and which term includes the use of personal property owned by the Association in relation to the performance or participation in such volunteer activities (collectively, "**Volunteer Activities**"), Volunteer agrees to execute this Agreement.

In consideration for the right to participate in the Volunteer Activities, the Volunteer hereby, for himself/herself, his/her heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enters into this Agreement and hereby waives any and all rights, claims or causes of action of any kind whatsoever arising out of Volunteer's participation in the Volunteer Activities, and does hereby release and forever discharge Association, located at 11899 SW Apple Blossom Trail, Port St. Lucie, FL 34987, and its officers, directors, professional management company, managers, staff, committee members, and other volunteers, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that Volunteer may suffer as a direct result of volunteer's participation in the Volunteer Activity, including traveling to and from an event related to such activity.

Volunteer acknowledges that he or she is voluntarily participating in the Volunteer Activities entirely at Volunteer's own risk. Volunteer is aware of the risks associated with traveling to and from as well as participating in Volunteer Activities, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. Volunteer understands that these injuries or outcomes may arise from Volunteer's or others' negligence, conditions related to, or the condition of the activity location(s). Nonetheless, Volunteer assumes all related risks, both known or unknown to Volunteer, of participation in Volunteer Activities.

Volunteer agrees to indemnify and hold harmless Association, and its officers, directors, management company, managers, staff, committee members, and other volunteers, against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by Volunteer or anyone on Volunteer's behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by Volunteer or by anyone else acting on Volunteer's behalf. If Association or its professional management company incurs any of these types of expenses, Volunteer agrees to reimburse Association and its professional management company as the case may be.

Volunteer acknowledges that Association and its professional management company are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Association.

Volunteer acknowledges that Volunteer Activities may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

Volunteer acknowledges that he or she has carefully read this "release" "indemnification" and "hold harmless" agreement and fully understands that it is a release of liability. Volunteer further expressly agrees to voluntarily give up or waive any right that Volunteer otherwise has to bring a legal action against Association or its professional management company for personal injury or property damage.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Association. In the event that Volunteer should require medical care or treatment, Volunteer agrees to be financially responsible for any costs incurred as a result of such treatment. Volunteer is aware and understands that Volunteer should carry his or her own health insurance. In the event that any damage to equipment or facilities occurs as a result of Volunteer willful actions or recklessness, Volunteer acknowledges and agrees to be held liable for any and all costs associated with any such actions.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Volunteer and Association agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Agreement shall be deemed to be severable or invalid, or if any term, condition, phrase, or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed, and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

**Emergency Contact:** \_\_\_\_\_

**Contact Relationship:** \_\_\_\_\_ **Contact Phone #:** \_\_\_\_\_

**I, THE UNDERSIGNED VOLUNTEER, AFFIRM THAT I AM OF THE AGE OF 18 YEARS OR OLDER, AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL.**

Today's Date: \_\_\_\_\_

Participant's Name: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_

Participant's Address: \_\_\_\_\_

\_\_\_\_\_ Zip \_\_\_\_\_

Participant's Email: \_\_\_\_\_ Cell Phone #: \_\_\_\_\_