

WIND RIVER ESTATES HOMEOWNERS ASSOCIATION
Volunteer Unconditional and General Liability Release, Waiver, Indemnification and Agreement Not to Sue

Name of Volunteer (please print): _____

Address: _____ Phone: _____

Volunteer Activity: _____

Dates/Location of Volunteer Activity: _____

I, the undersigned volunteer, desire and agree to volunteer for Wind River Estates Homeowners Association (WRHOA) in the volunteer activity described above. I further understand and agree as follows:

1. I am donating my time and services without any compensation and shall at no time be considered an employee or independent contractor of WRHOA, and WRHOA will not provide insurance coverage for me;

2. I know of no reason, medical or otherwise, that would prevent me from performing the tasks required to participate in this volunteer activity;

3. I AGREE TO ASSUME FULL RESPONSIBILITY FOR ALL RISKS OF PARTICIPATING IN THIS VOLUNTEER ACTIVITY AND FULL RESPONSIBILITY FOR MY CONDUCT AND ACTIONS, INCLUDING BUT NOT LIMITED TO ANY INJURY TO MYSELF OR OTHERS OR DAMAGE TO PROPERTY THAT MAY RESULT WHILE VOLUNTEERING. I FURTHER AGREE TO RELEASE , WAIVE, AND COVENANT NOT TO SUE WRHOA, THE WRHOA OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, AND ANY PERSONS ACTING AS EMPLOYEES OR VOLUNTEERS FOR WIND RIVER HOMEOWNERS ASSOCIATION (REFERRED TO COLLECTIVELY AS "RELEASEES"), FROM AND AGAINST ANY LOSS, DAMAGE, OR INJURY, INCLUDING DEATH, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, THAT MAY BE SUSTAINED WHILE PARTICIPATING IN THE VOLUNTEER ACTIVITIES OR IN ANY RELATED ACTIVITY OR WHILE IN OR UPON THE PREMISES WHERE THE VOLUNTEER ACTIVITIES ARE BEING CONDUCTED OR WHILE BEING TRANSPORTED TO, FROM OR IN CONNECTION WITH THE VOLUNTEER ACTIVITY OR ACTIVITIES. I FURTHER AGREE TO INDEMNIFY THE RELEASEES FROM LIABILITY, CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, OR SUITS IN EQUITY ARISING OUT OF LOSS, DAMAGE OR INJURY THAT OCCURS AS A RESULT OF MY NEGLIGENT OR INTENTIONAL ACT OR OMISSION WHILE PARTICIPATING IN THE ACTIVITY NOTED ABOVE OR OTHER RELATED ACTIVITIES.

4. I UNDERSTAND AND AGREE THAT RELEASEES ARE GRANTED PERMISSION TO AUTHORIZE MEDICAL TREATMENT, IF NECESSARY, FOR ME AND THAT SUCH ACTION BY RELEASEES SHALL BE SUBJECT TO THE TERMS OF THE RELEASE, WAIVER, INDEMNIFICATION AND AGREEMENT NOT TO SUE. I UNDERSTAND AND AGREE THAT RELEASEES ASSUME NO RESPONSIBILITY FOR ANY INJURY OR DAMAGE TO ME OR FOR ANY RELATED COST WHICH MIGHT ARISE OUT OF OR IN CONNECTION WITH SUCH AUTHORIZED MEDICAL TREATMENT, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. I UNDERSTAND THAT I AM STRONGLY URGED TO OBTAIN ADEQUATE HEALTH INSURANCE TO PAY FOR ANY MEDICAL COSTS THAT MAY BE ATTENDANT AS A RESULT OF INJURY TO ME.

5. It is my express intent that this Release, Waiver, Indemnification, and Agreement not the Sue shall bind myself, my child, the other members of my family and spouse, if I am alive, and my estate, family, heirs, administrators, personal representatives, or assigns, if I am deceased.

6. In signing this Release, Waiver, Indemnification, and Agreement not to sue, I acknowledge and represent that I have carefully read the document and understand its contents and that I sign as my own free act and deed. I further state that I am at least eighteen (18) years of age and fully competent to sign; or I am the parent/Guardian signing on behalf of a minor volunteer, and that I have executed this Release for full, adequate, and complete consideration fully intending to be bound by the same.

7. I further agree that this Release, Waiver, Indemnification and Agreement not to Sue shall be interpreted in accordance with the laws of the State of Texas. If any term or provision of this Release shall be deemed to be illegal, unenforceable, or in conflict with any law, then the validity of the remaining portions of the Release shall not be affected thereby.

8. I further understand the volunteer activities that I am participating in may involve, but are not limited to, the supervision of minor children and/or participation in the Wind River Homeowners Association Crime Watch Program, therefore, I attest that I have no present, past or pending criminal convictions against me and that I have never been required by a court of law to register as a Criminal Sex Offender. I further agree that I may be required to submit to a Criminal Background Check to be allowed to participate in the above activity. Failure to satisfactorily pass the Background Check will be grounds for exclusion from participation in the activity.

9. I further agree to abide by any policies, provisions, guidelines or rules governing this volunteer activity.

PLEASE READ CAREFULLY BEFORE SIGNING:

Signature of Volunteer

Date

Signature of Parent/Legal Guardian (if volunteer is under age 18)

Date