

**Wisteria Park HOA
Volunteer Maintenance Committee
Liability Waiver**

**READ CAREFULLY!
THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!**

This Release and Waiver of Liability (the “Release”) executed on this ____ day of

**_____, 20____, by _____
(the “Volunteer”) in favor of Wisteria Park Homeowners Association, Inc. its
directors, officers, employees, and agents (collectively, “Wisteria Park HOA”).**

The Volunteer desires to work as a Maintenance Committee volunteer for Wisteria Park HOA and engage in the activities related to being a maintenance volunteer (the “Activities”). The Volunteer understands the Maintenance Activities may include periodic “light” maintenance on Wisteria Park HOA common property.

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

Release and Waiver

Volunteer does hereby release and forever discharge and hold harmless Wisteria Park HOA and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteer’s Activities with Wisteria Park HOA.

Volunteer understands that this Release discharges Wisteria Park HOA from any liability or claim that the Volunteer may have against Wisteria Park HOA with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer’s Activities whether caused by the negligence of Wisteria Park HOA or its officers, directors, employees, or agents or otherwise. Volunteer also understands that Wisteria Park HOA 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.

Medical Treatment

Volunteer does hereby release and forever discharge Wisteria Park HOA from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer’s Activities with Wisteria Park HOA.

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Assumption of the Risk

The Volunteer understands that the Activities included work that may be hazardous to the Volunteer, including, but not limited to “light” maintenance of Wisteria Park HOA’s common property such as Pool House, Gazebo, Walkway, Street Fixtures, Entrance Monuments, and Perimeter Walls / Fencing.

Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases Wisteria Park HOA from all liability for injury, illness, death, or property damage resulting from the Activities.

Insurance

The Volunteer understands that, except as otherwise agreed to in writing; Wisteria Park HOA does not carry or maintain health, medical, or disability insurance coverage for any Volunteer.

Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.

Other

Volunteer 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 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.

IN WITNESS WHEREOF, Volunteer has executed this Release as of the day and year first above written.

Witness Signature:_____

Volunteer Signature:_____

Volunteer
Name (Print):_____

Address:_____

Cell:_____ email:_____