

**Fairview Lake/Waterton HOA**

**Volunteer Unconditional and General Liability Release, Waiver, Indemnification, Hold Harmless, and Agreement Not to Sue**

**Name of Volunteer (please print):** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Volunteer Activity:** \_\_\_\_\_

**Dates/Location of Volunteer Activity:** \_\_\_\_\_

I, the undersign volunteer, desire and agree to volunteer for the Fairview Lake/Waterton Homeowners Association (FLWHOA) 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 FLWHOA, and FLWHOA will not provide insurance coverage for me;
2. I know of no reason, medical or otherwise, that would prevent me from performing the task required to participate in the volunteer activity;
3. I agree to assume full responsibility for all risk 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 FLWHOA, the FLWHOA Officers, Directors, Agents, Employees, and any persons acting as Employees or Volunteers for the Fairview Lake/Waterton 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.
4. 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.
5. I further agree to save harmless and defend the FLWHOA, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the FLWHOA, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands arising out of or caused or alleged to have been caused in any manner by my negligence, gross negligence, intentional acts, a defect in any equipment or materials supplied by me or the FLWHOA, or by the performance of any work for or on behalf of the FLWHOA or the Fairview Lake/Waterton Subdivision, including all suits or actions of every kind or description brought against the FLWHOA or subdivision, either individually or jointly with me, for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, the performance of any work pursuant to or in connection with work for the FLWHOA or the Fairview Lake/Waterton Subdivision, or through any negligence or alleged negligence in safeguarding the work area, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of me, my agents, assigns, heirs or others under my immediate or apparent control.
6. I agree not to engage in any illegal activity

7. I agree not to be, or hold myself as, a representative, functionary or designee of any kind of the FLWFOA or the Fairview Lake/Waterton Subdivision, especially in any and all functions as a security force, security guard, neighborhood watchman, crime watchman, patrolman, and/or enforcement officer.
8. 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.
9. 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.
10. 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.
11. It is my expressed intent that this Release, Wavier, Indemnification, and Agreement not to 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.
12. In signing this release, Wavier, 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.
13. 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.
14. 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 South Carolina. 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.
15. I further agree to abide by any policies, provisions, guidelines or rules governing this volunteer activity.

**PLEASE READ THE ABOVE CAREFULLY BEFORE SIGNING:**

\_\_\_\_\_  
Signature of Volunteer

\_\_\_\_\_  
Date

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