

VOLUNTEER WAIVER AND RELEASE OF LIABILITY

PLEASE READ CAREFULLY, SIGN AND RETURN.

I wish to provide volunteer services, ("Service Work") for the Will-O-Wisp Metropolitan District ("The District"). I agree that I will perform such services as a volunteer, and not as an employee or independent contractor, without expecting or receiving any payment or remuneration for the services. This waiver and release is given in consideration of my opportunity to participate in the Service Work.

I acknowledge that Service Work for the District is potentially hazardous and could result in injury or death and that my engaging in Service Work subjects me to risks. Those risks include, but are not limited to, the inherent risks of strenuous physical activity, interacting with wildlife and domestic animals, and other risks and dangers, including acts of God, the forces of nature, the negligent or reckless acts or omissions of others or of The District, its agents, members, volunteers, employees or independent contractors any of which may result in damage to property and personal injury or death (herein "Risks").

Acknowledging this, I voluntarily agree and state as follows:

I voluntarily participate in the Service Work for the District knowing the danger involved, and I assume all known and unknown risks, including the above specified Risks. I RELEASE, DISCHARGE AND AGREE NOT TO SUE OR MAKE ANY CLAIM AGAINST THE DISTRICT, ITS ELECTED OFFICIALS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUBCONTRACTORS, AND MEMBERS, FROM ANY AND ALL FORESEEN AND UNFORESEEN INJURIES, DEATHS, LOSSES, ACTIONS, CLAIMS, JUDGMENTS, OR DAMAGES OF ANY KIND AND NATURE, INCLUDING WITHOUT LIMITATION, WORKERS' COMPENSATION, UNEMPLOYMENT INSURANCE, SOCIAL SECURITY, SALARY, ATTORNEYS' FEES, AND COURT COSTS THAT MAY ARISE OUT OF MY PARTICIPATION IN THE DISTRICT SERVICE WORK AND THE ABOVE-SPECIFIED RISKS.

THIS WAIVER AND RELEASE SHALL BE EFFECTIVE EVEN IF THE LOSS, INJURY, OR DEATH RESULTS FROM THE NEGLIGENCE OR RECKLESS ACTS OR OMISSIONS OF THE DISTRICT OR ITS ELECTED OFFICIALS, AGENTS, EMPLOYEES, MEMBERS, OFFICERS, OR DIRECTORS. Negligence and reckless acts or omissions as used herein may include, but not be limited to: failure to make reasonable and prudent efforts to determine my ability to engage safely in the Service Work, or my ability to safely manage the services provided by me; failure to warn of hazards posed by wildlife or domestic animals; or knowledge of a dangerous latent condition on the District properties.

The terms stated herein shall serve as a complete waiver, release, and EXPRESS assumption of the Risks. I shall be solely responsible for my own safety and well-being and for all expenses that arise directly or indirectly from my participation in The District Service Work. I acknowledge that The District assumes no obligation to provide emergency medical treatment for me, and I consent to emergency medical treatment in the event of injury or illness.

I shall comply with any The District rules and all laws and ordinances now in effect or adopted in the future. I understand that The District may terminate Service Work at any time, and for any reason, and I will abide by any requirements imposed upon me.

I agree to hold harmless, defend, indemnify, and reimburse The District, its members, directors, officers, agents, subcontractors, and employees from all claims, damages, third-party claims and losses, including its own losses, expenses, damages, attorneys' fees, and court costs that arise from any act or omission on my part (while participating in any volunteer Service Work but not while serving as an officer, director, or committee person) that constitutes negligence or intentional, willful or wanton misconduct.

All statements above shall bind me, my personal representatives, and assigns, and are not merely recitals. I have read and fully understand the legal consequences of this release and acknowledge that The District has recommended that I have my attorney review this Waiver and Release prior to my signing it. The information provided by me below is made a part of this Waiver and Release.

I am over the age of eighteen (18) years.

Signature of Participant

Date

**Please fill in ALL information requested below. DO NOT leave anything out.
Please print clearly.**

NAME: _____ AGE: _____

ADDRESS: _____ PH. #: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PERSON TO CONTACT IN EVENT OF EMERGENCY:

NAME: _____ PHONE #: _____