

Release and Waiver of Liability

PLEASE 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 _____, 201__, by _____ (the "Volunteer") in favor of Pierpointe East Condominium Association Inc., a nonprofit corporation, and Gryphon Property Management Inc., DBA USA Management, a Florida corporation, their directors, officers, employees, and agents (collectively, "PPE").

The Volunteer desires to work as a volunteer for PPE and engage in the activities related to being a volunteer (the "Activities"). The Volunteer understands that the Activities may include constructing and rehabilitating residential buildings, Landscaping, Painting, etc.

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

Assumption of the Risk. The Volunteer understands that the Activities included work that may be hazardous to the Volunteer, including, but not limited to, construction, loading and unloading, and transportation to and from the work sites. Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases PPE from all liability for injury, illness, death, or property damage resulting from the Activities.

Insurance. The Volunteer understands that, except as otherwise agreed to by PPE in writing, PPE 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: _____ Volunteer: _____

Address: (Street) _____ (City, St.) _____ Phone
(H): _____ (W): _____