



**WAIVER, RELEASE, COVENANT NOT TO SUE, AND INDEMNITY**

THIS WAIVER, dated this \_\_\_ day of \_\_\_, 20\_\_ is entered into between the The Arbors at Mountain Shadows COA Association (“Association”) and \_\_\_\_\_, ("Volunteer").

**Definitions:**

A. "Volunteer" is the person whose signature appears at the end of this document and who desires to perform services in the community, associated with, and directed by the Association.

B. "Activities" include all activities involved with \_\_\_\_\_

**Recitals:**

In consideration for the approval of Volunteer's involvement with the community, the undersigned, jointly and severally, makes the following statements, agreements, commitments, waivers, releases, covenants, indemnities, and representations:

1. Representations.

Volunteer represents and warrants he/she is fully aware of the Activities and Volunteer is fully able to understand and evaluate the risks of the Activities and Volunteer is physically able to engage in such Activities.

2. Waiver, Release, Discharge, Covenant Not to Sue and Indemnity.

The undersigned hereby waives all claims of liability that Volunteer or Volunteer's legal representatives, successors, assigns, agents, contractors, licensees, invitees, tenants, guests, or members of Volunteer's family, may have against the Association arising from the Activities, and Volunteer hereby agrees to indemnify and hold harmless the Association, its agents, employees, legal representatives, and their successors and assigns from and against any and all claims, liabilities, losses, demands, and court costs (including reasonable attorney fees) arising from any property damage or any personal injury to, or death to, any persons, including but not limited to the Volunteer and/or the Volunteer's spouse, child or children, as a result of Volunteer,

