VOLUNTEER RELEASE AND WAIVER OF LIABILITY FORM

This Release and Waiver of Liability (the "release") executed on this__day of__, 20____, by

______ (the "Volunteer") hereby releases The Mount Bonnell Shores/Colorado Crossing Homeowners' Association, and all of its board members (collectively "HOA") as follows:

The Volunteer desires to provide volunteer services and engage in activities related to serving as a volunteer (the "Activities") to improve and maintain the Common Areas of the HOA. The Volunteer has signed this release and waiver prior to beginning the Activities.

WAIVER AND RELEASE: I, the Volunteer, release and forever discharge and hold harmless the HOA 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 the Activities. I understand and acknowledge that this Release discharges from any liability or claim that I may have with respect to bodily injury, personal injury, illness, death, or property damage that may result from the Activities, whether caused by me, another volunteer, the condition of the property on which the Activities are occurring or some other cause.

- 1. INSURANCE: Further I understand that the HOA does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health or disability benefits or insurance of any nature in the event of my injury, illness, death or damage to my property which arises from the Activities. I expressly waive any such claim for compensation or liability on the part of the HOA.
- 2. MEDICAL TREATMENT: I hereby Release and forever discharge the HOA from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my tenure as a volunteer with the Activities.
- **3.** ASSUMPTION OF RISKS: I understand that the Activities I provide may include activities that may be hazardous to me including, but not limited to involving inherently dangerous activities. As a volunteer, I hereby expressly assume the risk of injury or harm from these Activities and Release the HOA from all liability for injury, illness, death, or property damage resulting from the Activities I provide as a volunteer.
- **4.** OTHER: As a volunteer, I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that this Release shall be governed by and interpreted in accordance with the laws of the State of Texas. I agree that in the event that any clause or provision of this Release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

By signing below, I express my understanding and intent to enter into this Release and Waiver of Liability willingly and voluntarily.

Signature

Age

Date

If volunteer is under the age of 18, a parent/guardian must read and sign this Release/Waiver of Liability form.

Parent or Guardian