



Annual Volunteer Information & Waiver

Office Use Only
Date of Entry:
Initials:
Orientation Date:

Date: [ ] New Volunteer [ ] Current Volunteer

Contact Information:

Name (please print clearly): Birthday:

Address:

City: State: Zip:

Home Phone: Cell Phone: Business Phone:

Email:

[ ] Yes, please add me to your email list to keep me informed about what's happening at Sun Lakes HOA #1.

Employer: Occupation:

Faith group or other affiliation (church, school, civic, etc.):

Emergency Contact Name: Relationship to you:
Emergency Contact Phone #: Alternate Phone #:

[ ] Yes, I would like more information on additional volunteer opportunities.

ASSUMPTION OF RISK AND RELEASE FROM LIABILITY AGREEMENT

PLEASE READ CAREFULLY. THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.
IF YOU HAVE ANY QUESTIONS ABOUT THIS DOCUMENT, PLEASE CONTACT AN ATTORNEY.

1. Purpose. I, (PRINT FIRST AND LAST NAME) applied to Sun Lakes HOA #1, a non-profit corporation, to participate without pay as a volunteer in construction and other activities at locations in or around Sun Lakes HOA#1 area.

2. Acceptance of Risk. I am aware that CONSTRUCTION IS A HAZARDOUS ACTIVITY AND HAS NUMEROUS RISKS. I am voluntarily participating in the activities of construction. These construction activities include (but are not limited to) the construction of residential buildings, loading and unloading materials, painting, finishing, framing, transporting such materials to and from building sites, and other related activities. I may also consume food or beverages prepared by Sun Lakes HOA#1 at or in a third party kitchen that is not subject to regulation and inspection by the Maricopa County Environmental Health Services Department. I understand and acknowledge that these activities contain certain inherent risks, hazards and dangers that cannot be eliminated. Such risks include death, paralysis, head injuries, broken bones, cuts, back and neck injuries, exposure to sun and heat, and other temporary and permanent physical injuries. I acknowledge the risk of loss, theft, or damage of my personal property at a construction site. I understand the danger involved in such activities and participate with the knowledge that medical facilities may not be available in the event I become ill or injured.

Safety Rules and Protective Equipment. I agree to follow Sun Lakes HOA#1 safety rules and recommendations. If I am volunteering on a construction site, I acknowledge that I have received one or more safety briefings by Sun Lakes HOA#1. I acknowledge that for certain types of construction activities Sun Lakes HOA#1 may recommend wearing protective equipment, and that if I choose not to wear such equipment, I will be fully responsible for any related accident or injury. Thus, I agree to accept any and all risks of injury, illness, or death, and verify this statement by placing my initials here: [ ]

3. Release. In exchange for being permitted by Sun Lakes HOA#1 to participate in these activities and use its tools and facilities, I agree that I, my heirs, personal representatives, and assigns, will not make a claim or bring a lawsuit against Sun Lakes HOA#1 or its directors, officers, agents, employees, volunteers, suppliers, contractors, subcontractors, or attorneys (the "Released Parties") for injuries, illnesses or damages resulting from the negligent or intentional acts or omissions of the Released Parties. I waive and release the Released Parties from all actions, claims, or demands that I,

my heirs, personal representatives, or assigns now have or may have in the future for injuries, damages or death resulting from my participation in any Sun Lakes HOA#1 activities.

4. Indemnity. I agree to indemnify and hold harmless the Released Parties from any and all loss, liability, claims, damages, costs and expenses (including attorneys' fees) resulting from or relating to, in whole or in part, my participation as a volunteer in construction and other activities of Sun Lakes HOA#1.

5. Release of Media Rights. I give to Sun Lakes HOA#1 at all right, title and interest I may have in any and all photographic images, video or audio recordings, interviews, and other written, visual or broadcast media made, originated or created by Sun Lakes HOA#1 or its agents or employees during or in connection with Sun Lakes HOA#1 home-building program, including (but not limited to) any royalties, proceeds, or other benefits derived from such materials.

6. Declaration. I declare that I am not a registered sex offender nor am I required to register as a sex offender by any state or federal law. I authorize Sun Lakes HOA#1 to check any and all sex offender registries to verify this information.

7. Read and Understood. I have carefully read this Agreement and I fully understand its contents. I am aware that this is a legal contract between Sun Lakes HOA#1 and me and that it affects my legal rights. I also understand that by releasing Sun Lakes HOA#1 from liability, I am giving up certain rights that I would otherwise have. I acknowledge that I have had the opportunity to review this document and to seek legal advice if I have any questions, and I verify this statement by **placing my initials here:**

8. Insurance. I understand that Sun Lakes HOA#1 does not maintain or provide health or medical insurance for work project volunteers like me.

9. Intent of Agreement. I expressly agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Arizona and that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona.

10. Arbitration. In the event of any claim, suit or dispute relating to this Agreement or any of the activities or other matters described in the Agreement, I agree that such disputes shall be settled by binding arbitration in the City of Phoenix, in accordance with the rules then prevailing of the American Arbitration Association instead of a trial. I verify this statement by **placing my initials here:**

11. Entire Agreement and Enforceability. This Agreement is the entire agreement and understanding between Sun Lakes HOA#1 and me. This agreement may not be changed, waived, discharged, or terminated unless agreed to in writing by Sun Lakes HOA#1 and me. I agree that in the event that any clause, sentence, or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the validity of that clause or provision shall not otherwise affect the remaining provisions of this Agreement which shall continue to be enforceable.

This Agreement is binding upon me and my heirs, personal representatives, and assigns, and any other person making a claim on my behalf. In addition, if I am a married person, I agree that this Agreement is made by me on my behalf and on behalf of the marital community of my spouse and me, and I agree that this Agreement will be binding on that marital community.

**Participant Signature: X** \_\_\_\_\_

Signed in: \_\_\_\_\_, ARIZONA On: \_\_\_\_\_  
(City) (Date)

**If you are under 18 years of age, it is required that your parent/guardian sign this document.**

**Parent/Guardian Signature: x** \_\_\_\_\_

Signed in: \_\_\_\_\_, ARIZONA On: \_\_\_\_\_  
(City) (Date)

#### Declaration of Witness

**Declaration of Witness:** I hereby certify that the person who signed above acknowledged in my presence that he/she had read and fully understood the meaning and consequences of the foregoing Assumption and Release of Liability Agreement, and signed in my presence.

Witness signature: **X** \_\_\_\_\_ On: \_\_\_\_\_ (DATE)