

Download, print, sign, and return to pm@tivolivillage.org.

VOLUNTEER RELEASE AND WAIVER OF LIABILITY

This Release and Waiver of Liability (“Release”) executed by _____ (“Volunteer”) releases Longwood Villas of Sarasota Homeowners Association, Inc. (“Tivoli”), a not-for-profit corporation created and existing under the laws of the State of Florida and each of its directors, officers, employees, agents, successors, and assigns. The Volunteer desires to provide volunteer services for Tivoli and engage in activities related to serving as a volunteer.

Volunteer understands that the scope of relationship with Tivoli is limited to a volunteer position and that no compensation is expected in return for services provided by Volunteer; that Tivoli will not provide any benefits traditionally associated with employment to Volunteer; and that Volunteer is responsible for his/her own insurance coverage in the event of personal injury or illness because of Volunteer’s services to Tivoli as more fully described below.

1. Waiver and Release. I, the undersigned Volunteer, release and forever discharge and hold harmless Tivoli 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 the services I provide to Tivoli. I understand and acknowledge that this Release discharges Tivoli from any liability or claim that I may have against Tivoli with respect to bodily injury, personal injury, illness, death, or property damage that may result from the services I provide to Tivoli or occurring while I am providing volunteer services.
2. Insurance. Further, I expressly understand that, while certain insurance policies issued to Tivoli may provide limited coverage in the event of a loss, Tivoli does not guarantee any insurance coverage. In the event Tivoli’s insurers deny coverage for any loss, I hereby expressly waive any such claim for compensation on the part of Tivoli beyond what may be offered freely by Tivoli in the event of injury or medical expenses incurred by me.
3. Medical Treatment. I hereby release and forever discharge Tivoli 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. I further understand that I can make any necessary claims against Tivoli’s insurance policies, but in the event insurance coverage is denied by the insurer, I hereby release Tivoli from any non-covered costs, expenses, and liability.
4. Assumption of Risk. I understand that the services I provide to Tivoli may include activities that may be hazardous to me, including but not limited to, exposure to dangerous insects or animals, hazard conditions of the properties upon which I provide volunteer services, exposure to dangerous vegetation, and any other conceivable risk associated with entering a natural wildlife area. For the purposes of this Release, I hereby acknowledge that I am agreeing to provide volunteer services for the purpose of beautifying a natural area and/or open common land, and acknowledge receipt of the attached volunteer services outlining my role in projects.

5. Other. I hereby expressly agree 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. In the event of a dispute concerning this agreement or my volunteer services, I agree that venue and jurisdiction are appropriate in Sarasota County, Florida. If legal action is commenced by either Tivoli or myself related to this Release or my volunteer activities, the party prevailing in such action will be entitled to recover their attorney's fees and legal costs, including appellate fees and costs if necessary, from the other party. I agree that if 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 of Volunteer

Date

Print Name