



Sycamore Creek PUD Homeowners' Association, Inc.

**IMPORTANT: THIS IS A LEGAL DOCUMENT,
PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING.**

**ASSUMPTION OF RISK, WAIVER OF
LIABILITY AND INDEMNIFICATION AGREEMENT**

This Agreement must be completed in order to volunteer at SCHOA

Participant (print full name): _____

Volunteer's Activities _____

I, the undersigned, am either the Participant named above or the parent and/or legal guardian ("Guardian/Parent") of the minor Participant named above. I am familiar with the volunteer and the activities which take place.

TERMS AND CONDITIONS

I will participate or authorize the Participant to participate in the above volunteer at SCHOA's activities (the "Program"). I understand that such participation can include foreseeable and unforeseeable risks and other hazardous activities inherent in the program which may expose the participant to illness, injury, or death. Participant or guardian/parent freely and voluntarily participates or allows participation in the program with the knowledge of the danger involved and hereby agrees to assume and accept any and all risk of injury or death.

WAIVER, RELEASE AND INDEMNIFICATION

Participant or Guardian/Parent of Participant understands and acknowledges that SCHOA ("the Association") is not an insurer of Participant's behavior, actions or participation in the program, and that the Association assumes no liability whatsoever for personal injuries or property damage to Participant or to third persons arising out of Participation in the Program activities. Participant or Guardian/Parent hereby agrees to release, waive, covenant not to sue, indemnify and hold harmless the Association, and all of their officers, board members and agents (collectively the "Releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Participant or loss or damage to any property belonging to Participant arising out of or related to participation in the above named Program, and excepting only such loss, damage or injury as may be caused by the sole negligence of any Releasee.

Participant or Guardian/Parent of Participant agrees that the site of any lawsuit arising out of or related to participation in the Program shall be SCHOA and that this Agreement will be governed by and construed in accordance with the laws of the state of Ohio, without application of any principles of choice of law.

Participant does not have any medical conditions that would prevent participation in the Program.

Participant has adequate health insurance to cover the costs of treatment in the event of any injury.

Participant shall pay any attorney fees or costs incurred by the Association in enforcing this Agreement.

If any portion of this Agreement is held to be invalid by a court of law, then it is agreed and intended that all the remainder shall, notwithstanding, continue in full force and effect.

PARTICIPANT OR GUARDIAN/PARENT OF PARTICIPANT HAS CAREFULLY READ THESE TERMS AND FULLY UNDERSTANDS THEIR CONTENT AND IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN PARTICIPANT OR GUARDIAN/PARENT OF PARTICIPANT AND THE RELEASEES AND SIGNS IT OF HIS OR HER OWN FREE WILL.

_____ I am signing this Agreement for myself as Participant. I acknowledge that I am eighteen (18) years of age and that I understand the terms of this Agreement. I also acknowledge that this Agreement shall bind my heirs and personal representatives.

Signature of Participant

Date

_____ I am signing this Agreement on behalf of a minor Participant. I acknowledge that I am the Guardian/Parent of the Participant and that I understand the terms of this Agreement. I also acknowledge that these terms shall bind my heirs and personal representatives and the heirs and personal representatives of Participant.

Signature of Legal Guardian and/or Parent of Participant

Date

Participant's Insurance I.D. number and insurance carrier, carrier address and phone number:

