

**VOLUNTEER LIABILITY WAIVER AGREEMENT**  
*This Document Affects Important Rights-Read it Carefully*

The Lake View Park Commission, Inc. (“Commission”) is a corporation whose mission is to manage property owned by the Commission in the Lakeview Park neighborhood. The Commission wishes to allow volunteers to perform grounds work around the Lakeview Park neighborhood on Commission property. **I wish to be a Volunteer Worker, and I have read and agree to the following terms:**

**Rules of Participation**

I am physically capable of being a Volunteer Worker. I agree to follow the Commission’s policies and directions for Volunteer Workers. I understand that the Commission may prohibit me from participating as a Volunteer Driver at any time for any reason.

**Assumption of Risk**

I understand that working on the grounds around the lake, including mowing, weeding, the operation of electrical and gas power equipment, and working near water necessarily entails the risk of injury, death, property damage and/or other losses I may sustain or cause others to sustain. I appreciate that **being a Volunteer Worker can be risky** and that the risks cannot be eliminated regardless of the care taken to avoid injuries. I hold the Commission harmless for injuries to myself, my property and/or any other loss I may sustain or cause others to sustain as a result of being a Volunteer Worker for the Commission. **I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of those persons released from liability in the paragraph below, and assume full responsibility for my participation as a Volunteer Worker for the Commission.**

**Waiver of Liability**

If I sustain or cause others to sustain injury, death, property damage and/or any other loss as a result of my participation as a Volunteer Worker for the Commission, **I, on my behalf and on behalf of my heirs and personal representatives, release, waive and discharge and agree not to sue the Commission, its officers, directors, employees and agents, from any and all claims from injury, death, damage or loss** that may directly or indirectly result from my participation as a Volunteer Worker for the Commission, including claims which arise from the negligence of the Commission, its officers, directors, employees and agents.

**Indemnification and Hold Harmless**

**I agree to indemnify and hold the Commission harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities**, including attorneys’ fees, related to my participation as a Volunteer Worker and to reimburse Commission for any such expenses it incurs.

This agreement is intended to be as broad and inclusive as permitted under the laws of the State of North Carolina. If any portion of this agreement is held to be invalid, the remaining portion of the agreement will continue in full legal force and effect.

**I have read this waiver and fully understand that by signing it I am agreeing to its terms and am voluntarily giving up substantial rights.**

Name: \_\_\_\_\_

Age: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_