**WAIVER OF LIABILITY AND RELEASE**

**Neighbors Helping Neighbors Program**

**Woodland Drives**

This Waiver of Liability and Release, which is executed on the date noted below by the Recipient noted below, releases the Woodland Drives Neighborhood Association, Inc.; each of its directors, officers, employees, agents, successors, and assigns; the Association’s Neighbors Helping Neighbors Program (hereinafter referred to as the “Program”), and each and every Volunteer (and other Recipients) participating in the Program (collectively referred to as “the Released Parties”). The Recipient noted below desires to receive Volunteer services offered through the Program, and the Program agrees to coordinate the provision of such services by Volunteers, without any form of compensation, under the following terms and conditions.

I, the Recipient noted below, acknowledge the Program’s Volunteers’ open hearts and willingness to help those in need, and I understand that Volunteers donate their time and energy to help Recipients within the Woodland Drives neighborhood subdivision. I further understand and agree that:

* Volunteers are acting in an informal neighborly capacity when providing Volunteer services and, regardless of their usual employment, are not acting as experts or licensed providers of any service (including but not limited to healthcare, building trades, or any other trade, business, occupation, or profession);
* services received through the Program are provided without warranty;
* agreements made regarding services provided by Volunteers are not contractual in nature and confer no rights upon Recipient;
* neither the Woodland Drives Neighborhood Association, Inc. nor any Volunteer has any obligation or duty to provide any service or assistance to any Recipient; and
* the Woodland Drives Neighborhood Association, Inc., does not background-check or otherwise vet or evaluate Volunteers.

I, the Recipient noted below, have been informed of, and I fully understand, all of the risks that are inherent to the Program’s services, and I hereby expressly assume all such risks of injury or harm from these services and release the Released Parties from all associated liability.

I, the Recipient noted below, hereby release, forever discharge, and hold harmless the Released Parties from any and all liability, claims, demands, and causes of action of whatever kind of nature, either in law or in equity, which arise or may hereafter arise in any manner from the services I receive or fail to receive through the Program, including without limitation all claims for monetary loss, property damage, equitable relief, personal injury, and/or wrongful death arising out of or in any way connected with any acts, omissions, negligence or willful misconduct on the part of the Released Parties in connection with Volunteer services offered or provided through the Program.

Further, I understand that this Release applies to me and to my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate.

I, the Recipient noted below, 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.  And, 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 this Release below, I hereby acknowledge and agree that I am receiving valuable consideration in exchange for signing this Release in the form of the opportunity to receive services through the Program at no cost to me.

Under penalties of perjury, I hereby declare: that I am of sound body and mind, that I am capable of entering into a legally binding agreement on my own behalf, that I have read the foregoing Release before signing below, that all of my questions regarding the foregoing Release have been answered to my satisfaction, that I fully understand the legal significance of signing this Release, and that I am entering into this Release knowingly and voluntarily and without any coercion or undue influence.  This declaration has the same force and effect as an oath or affirmation taken before or administered by a notary public or other authorized officer. *See Section 92.525, Fla. Stat., 28 U.S.C. § 1746.*

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

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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *Recipient Printed Name* | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *Witness Printed Name* |