VOLUNTEER WAIVER AND AGREEMENT FOR USE

This is a Waiver and Release. Please read it carefully before signing.

I, the undersigned, knowingly and freely enter into this Volunteer Waiver and Agreement for Use ("*Agreement*") for the benefit of the **WESTBURY PARK RESIDENTIAL ASSOCIATION, INC.,** (the "*Organization*") and the Released Parties (as defined herein), and myself, my personal representatives, next of kin, heirs, successors, and assigns. I make this Agreement in consideration of the Released Parties providing me with the opportunity to use the Low Speed Vehicle owned by the Organization (the "*LSV*") in furtherance of my volunteer work or other services being performed for the benefit of the Organization or Westbury Park (the "*Project*").

- I understand that the operation of the LSV and/or riding in the LSV may carry with it certain risks and that such mode of transportation can constitute a dangerous activity with a risk of serious bodily injury or death to others or myself. I also understand that I may be exposed to hazards including but not limited to other vehicular traffic, unstable terrain, LSV breaking down, and other potential issues.
- **I KNOWINGLY AND FREELY ASSUME ALL RISKS, KNOWN AND UNKNOWN, EVEN IF THOSE RISKS ARISE FROM THE NEGLIGENCE OF THOSE PARTIES WHO ARE RELEASED BELOW AND I ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION.**
- My participation in this Project is completely voluntary and I have neither received nor expect to receive any compensation for my participation in it.
- I agree to read, listen to and follow all safety instructions and procedures presented in conjunction and to use my best judgment based upon my physical and mental abilities at all times, and to immediately cease operation of the LSV if its operation becomes too strenuous, difficult or hazardous for me. I agree to abide by all rules, regulations, and requirements set forth in the Association's adopted *Rules and Regulations Governing the Use of Golf Carts and Other Specialized Vehicles in the Community* (the "*Rules*").
- I agree that I am physically and mentally capable of operating the LSV without injuring myself or others in any manner.
- **FOR MYSELF, AND ON BEHALF OF MY HEIRS I HEREBY RELEASE AND HOLD HARMLESS THE ORGANIZATION, AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OTHER INDIVIDUAL VOLUNTEERS, AND ALL LAND OWNERS ON WHOSE PROPERTY THE PROJECT MAY BE LOCATED (collectively "*Released Parties*"), including without limitation, the Released Parties' employees, agents, personal representatives, heirs, successors and assigns FOR ALL INJURY, DISABILITY, DEATH, LOSS OR DAMAGE TO PERSON OR PROPERTY WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE EXCEPT THAT WHICH IS THE RESULT OF GROSS NEGLIGENCE AND/OR WANTON MISCONDUCT.**
- I agree to hold the Released Parties harmless, indemnify them, discharge them, covenant not to sue them, and reimburse them, for any liability, claims, sums, costs, or other expenses on my account that may be caused in whole or in part by my participation in the Project or the operation of the LSV.
- I further agree that despite this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, if I, or anyone on my behalf, makes a claim against any of the Released Parties, I will indemnify, save, and hold harmless each of the Released Parties from any litigation expenses, attorneys' fees, loss, liability, damage, or costs that any Released Party incurs as a result of such action.
- I intend this Agreement to be a complete and unconditional release of all liability to the greatest extent allowed by law, and I further agree that if any portion of this Agreement is held invalid, then the balance of the Agreement shall continue in full force and effect.
- I understand that the LSV may not be operated by minors or used for the transportation minors. I understand that I may not use a cell phone or other similar device while operating the LSV.
- I agree that I shall be fully responsible for any damages that I may cause while operating the LSV and that my intended use will be strictly limited to and is exactly as stated below.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT. I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I

Name: _____ E-mail:_____

WPRA Address: _____ Phone: _____

□ I am over the age of 18.

_____

(*Signature*) (*Date*)

Driver's License Information: State._____ No. _____ Expiration Date._____

Thank you for volunteering. Please print clearly.

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The following section is required for any Member that is not pre-approved for recurring use (*e.g.* current Directors, Committee Chairs, or individuals with prior authorization).

□ I have received prior authorization.
□ I have NOT received prior authorization.

Date & Time of Use	**Purpose of Use**	**Committee (i/a)**
Start Time: _____ (AM/PM) Return Time: _____ (AM/PM) *LSV must be returned within 12 hours*		

Approved By:	_____(*name*)	_____(*signature*)
Date:		