

**WHITE MOUNTAIN VACATION VILLAGE  
RECREATIONAL SUBDIVISION ASSOCIATION**

**VOLUNTEER ASSUMPTION OF RISK, LIABILITY RELEASE  
AND HOLD HARMLESS AGREEMENT**

I, \_\_\_\_\_ [print name], am a member of the White Mountain Vacation Village Recreational Subdivision Association (the "Association"). In connection with my membership in the Association, I may from time to time volunteer to participate in various projects of the Association. I am aware that certain of these projects may involve strenuous labor, heavy lifting, operating and working around hand and mechanized tools and/or equipment, electrical power, vehicular traffic and various other activities that may be hazardous. I am voluntarily participating in these activities as an individual or part of a larger volunteer group. I am knowledgeable of the risks involved in this volunteer work and understand that it entails known and unanticipated risks which could result in physical or emotional injury, permanent paralysis, death or damage to me, to property, or to third parties, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist. I agree to exercise good judgment and acknowledge that I am in good health and know no reason why I should not participate in these activities. I currently have no known physical or mental condition that would impair my capability for full participation as intended or expected in these activities.

I hereby knowingly and freely personally assume all risks associated with my voluntary participation in these Association projects for any harm, injury or damage that may befall me as a result of my participation, including all activities connected therewith, whether foreseen or unforeseen. I further indemnify, release and discharge the Association, its directors, officers, agents, members, homeowners, insurers, representatives, contractors, attorneys or successors-in-interest, individually, corporately and collectively, (together, the "Releasees") from any and all actions, claims, or demands of whatever kind or nature, whether known or unknown, suspected or unsuspected, that I, or my family, estate, heirs, devisees, distributees, guardians, legal representatives, or assigns now have or may hereafter have for injury, disability, death or loss or damage to persons or property resulting from my participation as a volunteer in the above activities, whether arising from the negligence of the Association or otherwise and whether I perform such tasks for compensation or on a purely volunteer basis.

I agree that this Volunteer Assumption of Risk, Liability Release and Hold Harmless Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Arizona, and that if any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Should the Association or anyone acting on its behalf, be required to incur attorneys' fees and costs to enforce this Volunteer Assumption of Risk, Liability Release and Hold Harmless Agreement, I agree to indemnify and hold them harmless for all such fees and costs.

In the event that I file a lawsuit against any of the Releasees, I agree to do so solely in Navajo County of the State of Arizona, and I further agree that the substantive law of the State of Arizona shall apply in that action without regard to the conflict of law of that state.

I FURTHER STATE THAT (i) I AM OF LAWFUL AGE AND LEGALLY COMPETENT TO SIGN THIS VOLUNTEER ASSUMPTION OF RISK, LIABILITY RELEASE AND HOLD HARMLESS AGREEMENT, (ii) I HAVE READ THE FOREGOING PARAGRAPHS AND KNOW AND UNDERSTAND THE CONTENT THEREOF; (iii) I UNDERSTAND THAT THE TERMS HEREIN ARE CONTRACTUAL AND NOT A MERE RECITAL; (iv) I KNOW AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT AND (v) I HAVE VOLUNTARILY SIGNED THIS DOCUMENT OF MY OWN FREE WILL WITHOUT ANY INDUCEMENT.

SIGNATURE OF VOLUNTEER: \_\_\_\_\_

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_, 20\_\_\_\_

**FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE**  
**(UNDER AGE 18 AT TIME OF ACTIVITY)**

I have read the foregoing Volunteer Assumption of Risk, Liability Release and Hold Harmless Agreement. This is to certify that I, as parent/guardian with legal responsibility for this volunteer, do consent and agree to his/her agreements and releases as provided above, and, for myself, my child and our my heirs, devisees, distributees, assigns, personal representative and estate, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in volunteer activities for the White Mountain Vacation Village Recreational Subdivision Association, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Print Name