

HILLCREST NINE HOMEOWNERS' ASSOCIATION, INC.

Release and Indemnification Form for Volunteer

VOLUNTEER

(Name and Address)
(Please print clearly)

ACTIVITY

(Please print clearly)

Date(s) of Activity: _____

I, as one of the Volunteers or the parent or guardian of any Volunteer named above under eighteen, am eighteen years of age or older and have volunteered my child(ren) or myself to participate in the Activity listed above on property located within Hillcrest Nine Homeowners' Association, Inc. (the "Property"). I realize the nature of the Activity may expose myself or my child(ren) to hazards or risks that may include broken or sprained limbs, lacerations, overexertion, heat exhaustion, insect bites or stings, exposure to pesticides, fertilizers, or other chemicals, along with other potential injuries, including more serious injuries that could result in hospitalization and death. I understand and appreciate the nature of such hazards and risks.

In consideration of the Volunteer's participation in the Activity, I hereby accept all risk to the health or property of myself or my child(ren) and release Hillcrest Nine Homeowners' Association, Inc., its directors, officers, agents, employees, or independent contractors (collectively, the "Association") from any and all liability to me or my child(ren), our personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to our property and for any and all illness or injury to person of both myself or my child(ren), including death, that may result from or occur during participation in the Activity, whether caused by negligence of the Association or otherwise. I further agree that if any litigation or claim results arising out of, pertaining to, or in relation to my participation in the Activity or the participation of my child(ren), and the Association is named as a party or joined as a party to such litigation or claim, I agree to hold the Association harmless, defend and indemnify the Association in regard to any judgment entered against it and in regard to its litigation expenses, including but not limited to reasonable attorneys' fees, costs and out-of-pocket expenses.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS AND CAUSES OF ACTION FOR INJURY OR DEATH OF MYSELF OR MY CHILD(REN) OR DAMAGE TO OUR PROPERTY THAT OCCURS AS A RESULT OF PARTICIPATING IN THE DESCRIBED ACTIVITY AND IT OBLIGATES ME TO INDEMNIFY AND HOLD HARMLESS THE PARTIES NAMED FOR ANY LIABILITY FOR INJURY OR DEATH OF ANY PERSON AND DAMAGE TO PROPERTY ARISING OUT OF, PERTAINING TO, OR IN RELATION TO MY PARTICIPATION IN THE ACTIVITY OR THE PARTICIPATION OF MY CHILD(REN).

DATED this _____ day of _____, 20_____

Signature of Volunteer (if over 18)
or Parent or Guardian (if under 18)

Return the completed form Via US Mail, Email or Hand-Delivery to any Board Member.

Hillcrest IX HOA
PO BOX 9972
Phoenix, AZ 85068
hoaboard@hillcrest9.org