



Prepare and Respond

Disaster Response Team

3401 Holmes Ave NW, Huntsville, AL 35816
256-704-9148
<https://PARforthecause.org> | par.hsv@gmail.com

PROPERTY OWNER WAIVER

Property Owner/Resident's Name: _____

Property Address: _____

Property Owner's Phone #: _____

Work Needed: _____

VOLUNTEER SERVICES RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

This Volunteer Services Release of Liability and Indemnification Agreement is entered into by and between Prepare and Respond ("PAR"), a part of The Huntsville Dream Center, Inc. ("HDC") and the one or more undersigned Property Owner(s)/Resident(s) (collectively, "Resident").

In consideration of HDC, through any of Released Parties defined below, performing free of charge certain services for the benefit of Resident ("Services"), which may include but are not limited to cutting down, delimiting, and/or cutting into movable sections trees, shrubs, or other natural or man-made debris, collecting and removing such debris or other trash from Resident's property, and any other activities related to such services, including entering upon and exiting Resident's property, Resident hereby agrees to the following:

1. Release of Liability

Resident understands that certain volunteer Services performed by HDC may expose Resident or other persons to certain risks, including the risk of personal injury, death, or damage to personal or real property. Resident requests HDC to perform certain Services with a clear understanding and acknowledgement of these risks.

Resident understands and expressly agrees that HDC, its officers, directors, employees, sponsors, agents, assignees, shareholders, members, principals and volunteers (collectively referred to as "Released

Parties”) shall not be liable for any damages on account of injury to Resident’s property, including by way of example and not by limitation, Resident’s personal articles, tools, equipment, machinery and vehicles (“Resident’s Personal Property”), injury to Resident or injury or occurrence resulting in the death of Resident, which may occur as a result of Resident’s own actions, inactions, or negligence, and/or from the actions, inactions, or negligence of the Released Parties, and/or from the condition of Resident’s Personal Property or of any premises, facilities, personal articles, tools, equipment, machinery and vehicles belonging to any party, person or entity, including Resident’s Personal Property, used by the Released Parties in performing the Services.

Resident assumes full responsibility for any injuries, damages or death which may occur to Resident or to any other person as a result of HDC performing certain Services for Resident. In consideration of HDC performing certain Services for the benefit of Resident, Resident does hereby fully and forever release, waive, discharge and covenant not to sue the Released Parties from all liability, including without limitation, injury to or loss of use of Resident's Personal Property, injury to Resident or death of Resident, injury or harm to Resident's personal representatives, assigns, heirs, and next of kin for any and all claims, demands, damages, rights of action or causes of action, present or future, whether the same be known, anticipated or unanticipated, which Resident may have or accrue as a result of HDC performing certain Services for Resident whether caused by Resident's own actions, inactions, or negligence, or the actions, inactions, or negligence of the Released Parties, or the condition of any premises, facilities, vehicles or of any equipment used in connection with HDC performing certain Services for the benefit of Resident.

2. Indemnification

Resident hereby agrees to indemnify and hold harmless the Released Parties against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any act, negligence, or omission of Resident, any of the Released Parties, or any other person in the performance of any of the Services that the Released Parties voluntarily undertake to provide Resident, including failure to perform certain Services.

I have carefully read this Agreement and understand its contents. I am aware this is a waiver and a release of liability and an agreement to indemnify the Released Parties for any liability they may incur, including any liability based upon the Released Parties' own negligence, and I sign it voluntarily. If I am not the owner of the real estate where the Services are to be rendered, then I warranty that I have full authority to execute this Agreement on behalf of the property owner, and I do in fact execute this Agreement on behalf of the property owner as well as on my own behalf.

Property Owner(s)/Resident(s)

Signature: _____

Printed Name: _____ **Date:** _____

PAR Representative’s Signature: _____ **Date:** _____