

WYNNMERE EAST CDD

Read this form completely and carefully before signing it. You are agreeing participate in a potentially dangerous activity and that even if reasonable care is used, there is a chance of serious injury or death by participating in this activity because there are certain dangers inherent in the activity which cannot be avoided or eliminated. By signing this form, you are giving up valuable legal rights to recover in a lawsuit for any personal injury, sickness or disease, or death, or any property damage that results from the risks that are a natural part of the activity. You are advised to seek the advice of an attorney if you do not fully understand this form. You have the right to refuse to sign this form and the Wynnmere East CDD has the right to refuse participation if you do not sign this form.

In consideration (the sufficiency and adequacy of which are hereby acknowledged) for my ability to participate (“**Volunteer**”) in the activities described below (the “**Activities**”) on property owned by the Wynnmere East Community Development District (“**CDD**”), without a requirement to have self-funded liability insurance coverage on my part as a condition precedent, and on behalf of myself, my heirs and personal representatives, and if applicable my organization, I hereby acknowledge and agree to the following:

1. The Activities are described as decorating the community entrances for the holidays.
2. scope of Volunteer’s relationship with the CDD is limited to participating in the Activities and that no compensation is expected in return for Volunteer’s participation. Volunteer is not an employee of CDD and has no authority to act on behalf of CDD.
3. The CDD will not assume any costs relating to any injury while I participate in the Activities. Absent this form, the CDD or other sponsors of the Activities would not have offered me the ability to participate in the Activities because of unacceptable exposure to civil liability claims and/or lawsuits.
4. Volunteer is responsible for their own insurance coverage in the event of loss of personal property, personal injury, or illness as a result of Volunteer’s participation in the Activities.
5. Participation in the Activities comes with inherent risks including, but in no way limited to: (1) personal property lost or stolen, (2) property damage, (3) moderate and severe personal injury, (4) disability, (5) sickness or disease, and (6) death. I have full knowledge of the nature and extent of all such risks and I am not relying on all such risks being described in this form.
6. I accept and assume full responsibility for all liabilities, risks, injuries, loss, and hazards to myself, incidental to, or as a result of, participation in the Activities whether due to my negligence or the negligence or intentional acts of others.
7. I am aware of and understand the health hazards relating to the coronavirus and COVID-19 (“**Coronavirus**”) and am familiar with the Centers for Disease Control and Prevention and Florida Department of Health guidelines regarding the Coronavirus.
 - a. I acknowledge and understand that the circumstances regarding the Coronavirus are changing often, and that the guidelines are regularly modified and updated. I accept full responsibility for familiarizing myself with the most recent updates.

Adult Volunteer

Assumption of Risk, Release, Waiver, Indemnification, and Hold Harmless Form

- b. I understand that compliance with the guidelines and any local requirements is the individual responsibility of the Volunteer.
 - c. I recognize that the CDD's sanitation procedures are limited in scope, that the virus may remain on surfaces for days, sanitation procedures do not guarantee in any way the virus is not present, that other individuals present may be COVID positive.
 - d. The CDD cannot prevent Volunteers from becoming exposed to, contracting, or spreading the Coronavirus while participating the Activities.
8. I hereby release, waive, forever discharge, and covenant not to sue the CDD, and its present, former, and future supervisors, officers, managers, lawyers, engineers, staff, employees, representatives and agents, organizers, sponsors, other participants in the Activities, and all of the successors and assigns of the foregoing (collectively, "**Releasees**") from any and all liability and claims against the Releasees (including related to the Coronavirus) which may arise, directly or indirectly, from participating in the Activities (including any negligence of the Releasees).
9. I hereby agree to indemnify and hold the Releasees harmless from and against any and all claims, liabilities, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, and whether or not an action is brought, on appeal or otherwise) against the Releasees (including related to the Coronavirus) which may arise, directly or indirectly, from participating in the Activities (including any negligence of the Releasees).
10. It is my express intent that this form shall bind any assigns and representatives. This form and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. If any portion of this form is deemed invalid the remainder will remain in full force and effect. I hereby knowingly and voluntarily waive any right to a jury trial of any dispute arising in connection with this form. I acknowledge that my execution of this form is a material inducement to the authorization granted by the CDD in the participation of the Activities.

In signing this form, I acknowledge and represent that I have read, understood, and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements have been made; I am at least 18 years of age and fully competent; and I execute this form for full, adequate, and complete consideration fully intending to be bound by same. This form is in addition to any prior agreement with the CDD and in addition to the CDD's rules, policies, and procedures.

Signature: _____

Date: _____

Name: _____

Once completed, please email document to the District Manager's office at " dinkinsk@pfm.com"