

RELEASE AND WAIVER

This Release and Waiver is made this ___ day of _____, 2___ in favor of **Chardonnay Council of Co-Owners, Inc.**, which is hereinafter referred to as **Chardonnay**, and _____, who is hereinafter referred to as **Volunteer**. **Chardonnay** and **Volunteer** are sometimes referred to collectively as the "Parties" and singularly as a "Party".

1. **RECITALS.** **Chardonnay** is a Kentucky nonprofit corporation organized to administer and maintain the property known as Chardonnay Condominium (hereinafter the "Property").
2. **SERVICES.** **Volunteer** wishes to volunteer for **Chardonnay** to provide services consisting of general maintenance items for the Property. **Volunteer** shall have the full and complete obligation and responsibility for the performance of these duties and must perform all work or provide all services only upon the requests of **Chardonnay**.
3. **INDEPENDENT VOLUNTEER.** **Volunteer** represents to **Chardonnay** that he desires to provide certain maintenance services to **Chardonnay**. Nothing in this Agreement shall be construed as creating an employer - employee relationship. **Volunteer** agrees that he shall be responsible for all taxes, including but not limited to federal, state, and local taxes and withholding, social security, worker's compensation, and federal and state unemployment taxes for himself.
4. **COMPENSATION.** **Volunteer** shall not be compensated for his volunteer services performed under this Agreement.
5. **WAIVER AND RELEASE.** **Volunteer** releases and forever discharges and holds harmless **Chardonnay** and its successors and assigns from any and all liability, claims, and demands of whatever kind and nature, either in law or in equity, which arise or may arise from **Volunteer's** volunteer work at **Chardonnay**. **Volunteer** understands and acknowledges that this Release discharges **Chardonnay** from any liability or claim that **Volunteer** may have against **Chardonnay** with respect to bodily injury, personal injury, illness, death, or property damage that may result from participation in certain work at **Chardonnay**. **Volunteer** also understands that **Chardonnay** does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance in the event of injury, illness, death, or property damage.
6. **INSURANCE.** **Volunteer** expressly waives any claim for compensation or liability on the part of **Chardonnay** beyond what may be offered freely by the Board of Directors of **Chardonnay** in the event of such injury or medical expense.
7. **MEDICAL TREATMENT.** **Volunteer** hereby releases and forever discharges **Chardonnay** from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during the **Volunteer's** time with **Chardonnay**.
8. **ASSUMPTION OF THE RISK.** **Volunteer** understands that the time with **Chardonnay** may include activities that may be hazardous including, but not limited to, construction activities, outdoor activities, loading and unloading of equipment and materials, and other general maintenance services. **Volunteer** recognizes and understands that the time with **Chardonnay** may, in some situations, involve inherently dangerous activities. **Volunteer** hereby expressly assumes the risk of injury or harm in these activities and releases **Chardonnay** from all liability for injury, illness, death or property damage resulting from the activities of **Volunteer's** time at **Chardonnay**.

9. **SEVERABILITY.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.
10. **SUCCESSORS AND ASSIGNS.** Volunteer shall not assign any of his rights or delegate any of his duties under this Agreement. This Agreement shall bind and inure to the benefit of **Volunteer** and his successors and assigns and **Chardonnay** and its successors and assigns.
11. **GENDER AND FORM.** The masculine gender shall include the feminine and the neuter, and the feminine gender shall include the masculine and the neuter, and the neuter gender shall include the masculine and feminine, unless the context otherwise requires. The singular form of a word shall include the plural, and the plural form of a word shall include the singular, unless the context otherwise requires.
12. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.
13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties, whether oral or written, with respect to its subject matter.

Signed on the date specified above.

CHARDONNAY COUNCIL OF CO-OWNERS, INC.
 A Kentucky non-stock, not for profit corporation

By _____
 _____, President

VOLUNTEER

Printed Name