



VOLUNTEER'S RELEASE AND WAIVER OF LIABILITY ("WAIVER")

THIS IS A RELEASE OF LIABILITY AND BINDING AGREEMENT. PLEASE READ CAREFULLY BEFORE SIGNING, AS YOU WAIVE CERTAIN LEGAL RIGHTS - INCLUDING THE RIGHT TO SUE.

I, the undersigned, hereby represent, certify, covenant and agree as follows:

1. Participation in Activity. I have requested that _____ ("**Minor**") be permitted to participate in an activity facilitated by the Verrado Youth Leadership ("**VYL**"), as approved by the Verrado Assembly (the "**Assembly**"), described as the Verrado Youth Leadership Fundraiser Carwash (the "**Activity**"), and located in the parking lot of the Welcome Center, 21029 W. Main Street, Buckeye, Arizona 85396 (the "**Parking Lot**"), occurring Saturday, August 22, 2009, from approximately 8:00 am to 10:00 am. I am aware that participating in the Activity poses a risk of bodily injury to Minor, and to the other participants in the Activity. I am voluntarily permitting Minor to participate in the Activity with full knowledge of these risks and hazards. I represent and warrant to the Assembly that I am at least 18 years of age, and that I am the parent or legal guardian of Minor.
2. Release. In consideration of the right to participate in the Activity, I, on behalf of Minor, hereby release, discharge, and hold harmless the Assembly, Verrado Welcome Center, and any and all related and affiliated entities, and their respective parents, subsidiaries, partnerships, joint ventures, limited liability companies, trusts, and assigns, of every tier, and their respective directors, officers, partners, agents, employees, volunteers, members, trustees, and shareholders respective agents, servants, officers, directors, members, employees, partners, shareholders, property managers, successors and assigns (hereinafter collectively referred to as "**Released Parties**"), of and from any and all claims, rights, demands, suits, damages, costs, expenses and liabilities of any nature whatsoever (including but not limited to claims for injury or death) arising out of or in connection with (a) Minor's participation in the Activity or entry upon the Parking Lot and all of Minor's acts or omissions while participating in the Activity or at the Parking Lot, including without limitation accidents, injuries or damage caused to, or suffered by, any person or property in connection with the Activity and such acts or omissions, whether or not acts or omissions are negligent or willful, (b) any failure of Minor to properly prepare for the Activity, or (c) any breach by any Released Party of any warranty, negligence, gross negligence or breach of any duty owing to Minor (whether express or implied), which may arise out of or be related in any way to the Activity or the Parking Lot (collectively, the "**Claims**").
3. Acknowledgment of Risk. I hereby acknowledge that the Released Parties have made no representations or warranties with respect to the condition, use or maintenance of the site of the Activity, or the access route to the Activity, and that Minor is participating in the Activity at Minor's sole risk. I represent to the Released Parties that I understand the physical demands of the Activity and that Minor is physically capable of undertaking the Activity. I further understand and acknowledge that neither the Assembly nor any of the other Released Parties will be supervising, participating in or in any manner assuming responsibility for: 1. the Activity; 2. the safety or well-being of your Minor; 3. the damage to any equipment used or cars washed or 4. the security or distribution of any funds generated by the Activity.

Further, I agree to instruct the Minor to use good judgment at all times and closely adhere to any additional participation rules subsequently provided to Minor that may be required or suggested by any provider of equipment or services relating to the Activity, including but not limited to abiding by or listening to any further instructions and safety awareness directive provided, wearing appropriate clothing and protective footwear for the summer weather conditions (including a hat, sunglasses and sunscreen), drinking fluids during the Activity and abstaining from any horseplay, drugs or alcohol prior to or during the Activity. I will ensure that the Minor will have the means to contact me at all times during the Activity and I will immediately respond if the Minor requires either medical attention or pick-up from the Activity.

4. Covenant not to Sue. I covenant, on behalf of myself and Minor, that I shall not now or at any time in the future, directly or indirectly, commence, prosecute, or participate in any action, suit or other proceeding against any of the Released Parties concerning, arising out of, or in any way related to the Activity or the Claims.
5. Binding Effect. This Release shall be binding on Minor, on me and my spouse, on our parents and other children, and on our respective trustees, legal representatives, heirs, successors and assigns, and shall inure to the benefit of the Released Parties. I further expressly agree that the foregoing Release is intended to be as broad and inclusive as permitted by the State of Arizona and that if any portions thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
6. Photo Release. My signature below grants Verrado the possible use of tasteful photos taken of the Minor (and other participants) during the Activity for the promotion of the Verrado Community. The photos may be used by Verrado for commercial purposes in advertising and marketing including, but not limited to, the Community Newsletters, collateral materials, the Verrado Internet, Verrado Intranet, the Welcome Center and Public Relations. Verrado will continue to protect the privacy of you and your family and will not allow these photos to be used for anything that does not adhere to the value of Verrado. The undersigned, on behalf of the Minor, consents to the Minor being photographed by a non-professional photographer or volunteer photographer. All such photographs and all such uses shall be at no cost to you and or the Minor and you, on behalf of the Minor, shall allow such uses without further prior review, free of charge and without compensation to you or the Minor.
7. Medical Treatment. Except as otherwise agreed to by the Released Parties in writing, I do hereby release and forever discharge the Released Parties from any claim whatsoever that arises or may hereinafter arise on account of any first aid, treatment or serviced rendered in connection with Minor's and/or my volunteer work for the Assembly.
8. Insurance. I understand that, except as otherwise agreed to by the parties in writing, the Assembly does not carry or maintains any health, medical or disability insurance coverage for any Volunteer. **EACH VOLUNTEER IS EXPECTED AND ENCOURAGED TO OBTAIN HIS/HER OWN MEDICAL OR HEALTH INSURANCE COVERAGE.**

This is to certify that I am a parent/guardian with legal responsibility for the below-named Minor participating in the Activity, and I further do consent and agree to the Minor's release of each of the Releasees identified above from any and all liability, claims, or causes of action which are or may be incident to or arise from participant Minor's involvements in the Activity. I further agree that this Release includes any and all current and future claims or causes of action, foreseen and unforeseen, that may be raised by the Minor participant, myself, Minor's heirs, my heirs, Minor's assigns, my assigns, my next of kin and/or Minor's next of kin. I have read and understand the terms and conditions of the Release and by my signature, I acknowledge that I approve of and agree to the same on behalf of the Minor.

The effective date of this Waiver is _____, 2009 ("**Effective Date**").

Print Name (Minor)

Print Name (Parent or Legal Guardian of Minor)

Signature of Parent or Legal Guardian of Minor

Address

Phone

ALTERNATIVE EMERGENCY CONTACT:

Print Name Phone