**FLINT CREEK RANCH CLUSTER OWNERS' ASSOCIATION**
**RELEASE AND WAIVER OF LIABILITY**
**PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!**

This Release and Waiver of Liability executed on this _____ day of _____, 20_____, by _____ (the Volunteer) in favor of Flint Creek Ranch Cluster Owners' Association, a nonprofit corporation (FCRCOA), and its directors, officers, and agents.

The Volunteer desires to work as a Special Projects Volunteer, and to engage in activities related to such projects for Flint Creek Ranch Cluster Owners' Association. The Volunteer understands that the activities may include heavy lifting, strenuous physical labor, operation of tools and machinery (based on the stated experience and skill level of the Volunteer), exposure to hazardous conditions, or other circumstances that may result in personal injuries.

The Volunteer hereby freely, voluntarily, and without duress executes this Release under the following terms:

**1. Release and Waiver.**  Volunteer does hereby release and forever discharge and hold harmless **FCRCOA**, and its successors and assigns, from any liability, claims, and demands of whatever kind of nature, either in law or in equity, that arise or may hereinafter arise from Volunteer's Activities with **FCRCOA.**

VOLUNTEER UNDERSTANDS THAT THIS RELEASE DISCHARGES **FCRCOA** FROM ANY LIABILITY OR CLAIM THAT THE VOLUNTEER MAY HAVE AGAINST **FCRHOA** WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE THAT MAY RESULT FROM VOLUNTEER'S ACTIVITIES WITH **FCRCOA**, WHETHER CAUSED BY THE NEGLIGENCE OF **FCRCOA** OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR OTHERWISE. VOLUNTEER ALSO UNDERSTANDS THAT **FCRCOA** 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 OR ILLNESS.

**2. Medical Treatment.**  Volunteer does hereby release and forever discharge **FCRHOA** from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's Activities with **FCRCOA.**

**3. Assumption of the Risk**. The Volunteer understands that the Activities may involve work that may be hazardous to the Volunteer, including, but not limited to heavy lifting, strenuous physical labor, the use of hand and power tools, and operation of vehicles or machinery (based on the stated experience and skill level of the Volunteer). Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities, and releases **FCRCOA** from all liability for injury, illness, death, or property damage resulting from the Activities.

**4. Insurance.** The Volunteer understands that, except as otherwise agreed to by **FCRCOA** in writing, **FCRCOA** does not carry or maintain health, medical, or disability insurance coverage for any volunteer. **Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.**

**5. Other.** Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Montana, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Montana. Volunteer also agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

IN WITNESS WHEREOF, Volunteer has executed this Release as of the day and year first above written.


Volunteer: _____Witness: _____

**Flint Creek Ranch Cluster Owners' Association**

**Emergency Contact and Release**

**Emergency Contact Information**                    **Date** _____

Name: _____

Address: _____

Phone: _____ Email: _____

*In case of Emergency, contact:*

Name: _____

Address: _____

Phone: _____ Email: _____

Any allergies, medications, or other information needed in an emergency:

_____