

COMMUNITY VOLUNTEER WAIVER AND RELEASE AGREEMENT

This Waiver and Release Agreement (“Agreement”) made and entered into this ____ day of _____, 2020, by and between OCEANSIDE COMMUNITY ASSOCIATION, a nonprofit mutual benefit corporation (“Association”) and _____ (“Volunteer”). Volunteer and Association are sometimes referred to herein as a “Party,” or collectively referred to herein as “Parties.”

R E C I T A L S

WHEREAS, Association desires to have volunteers in the community assist the Board of Directors with clerical, administrative, and consulting services; and

WHEREAS, the Parties desire to enter into this Agreement to provide for the terms and conditions of Volunteer's services.

NOW, THEREFOR, the Parties, based upon the mutual promises set forth herein and other good and valuable consideration, the receipt of which is acknowledged, agree, represent, and warrant as set forth below.

1. Description of the Work.

(hereinafter “Work”).

2. No Fees. Volunteer is performing the Work described in paragraph 1 at no charge. There is no agency or employment relationship between Association and Volunteer.

3. Confidentiality. Volunteer shall not disclose Association confidential information. “Confidential information” shall mean information regarding (a) private personal or employment information of other directors, committee members, association members, tenants, vendors, consultants, or other persons involved in the business of the Association or living within the Association, (b) possible or actual litigation, legal disputes, settlement discussions and offers in connection therewith, (c) contracts, negotiations thereof, or bids, (d) owner discipline or owner violations of the Governing Documents, (e) personnel matters, (f) assessment payment history, status or collection information for members of the Association, (g) the opinions of particular Board members regarding the business of the Association, (h) any information that the Volunteer has had access to by virtue of being a Volunteer of the Association, or (i) any information which the Board, in its discretion, deems confidential. Any communications occurring during an executive session are deemed confidential. No Volunteer shall use confidential information for personal gain. Volunteer acknowledges and understands that any disclosure of confidential information by Volunteer to anyone who is not currently on the Board of Directors will expose Volunteer to legal liability. Volunteer acknowledges and understands that any disclosure of confidential information by Volunteer to anyone who is not currently on the Board of

Directors will be subject to, among other things, discipline and legal action by the Association and/or its members.

4. **Indemnification.** Volunteer shall indemnify, defend, and hold Association harmless from and against all claims, injury, damage, loss, and liability of any and every kind arising out of, or in connection with, the Work performed by Volunteer under this Agreement.
5. **COVID-19 Waiver and Release.** As a result of COVID-19, there may be additional health and safety risks involved in performing the Work. Volunteer understands that there are increased health and safety risks, and still chooses to voluntarily participate in those activities with knowledge of the risks involved. Volunteer assumes all risk of any injury to Volunteer resulting from COVID-19 and arising out of the Work. Volunteer further agrees, on behalf of himself or herself and his or her legal representatives, spouses, heirs and assigns, not to sue the Association, its agents, directors, successors or assigns as a result of any damage, liability, or injury that may result from COVID-19 in connection with the Work.
6. **Termination.** The Association may terminate this Agreement at any time with or without cause upon written notice to Volunteer.
7. **No Assignment.** The Agreement may not be assigned by either Party without the prior written consent of the other Party.
8. **Attorneys' Fees.** In the event of litigation between the Parties to this Agreement, the court shall award reasonable attorneys' fees and costs to the prevailing party.
9. **Binding Agreement.** The provisions of this Agreement shall be deemed to bind the heirs, successors, assigns, transferees, and grantees of each Party to this Agreement.
10. **Surviving Provisions.** The representations and indemnification set forth in this Agreement shall remain in full force and effect and shall survive this Agreement.
11. **Severability.** If any term, covenant, condition or provision of this Agreement is held to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.
12. **Interpretation.** No provision of this Agreement shall be interpreted against any Party because that Party, or their legal representative, drafted the provision.
13. **Governing Law.** This Agreement has been executed in the State of California, and shall be interpreted and enforced under California law. If any action is brought by any party to interpret or enforce this Agreement, each Party hereby agrees that the forum for such action or actions shall be a court of competent jurisdiction within the County of San Diego, State of California.

- 14. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties. No oral or written communications or negotiations that occurred before the execution of the Agreement shall be considered to be a part of the Agreement.
- 15. **Amendment.** The Agreement can be modified only by a written document signed by both Parties.
- 16. **Waiver.** A waiver by either Party of a breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach.
- 17. **Recitals.** The Recitals are incorporated herein and made a part of this Agreement.
- 18. **Knowing and Voluntary Execution.** VOLUNTEER HAS CAREFULLY READ THIS RELEASE AND FULLY UNDERSTANDS ITS CONTENTS. VOLUNTEER IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN VOLUNTEER AND ASSOCIATION, AND VOLUNTEER SIGNS IT OF HIS OR HER OWN FREE WILL.

IN WITNESS WHEREOF, the undersigned have signed this Agreement on the date last written below.

OCEANSIDE COMMUNITY ASSOCIATION,

Date: _____

By: _____

Its: _____

VOLUNTEER,

Date: _____

Print Name: _____

Signature: _____