

HOMEOWNER AGREEMENT AND WAIVER AND RELEASE OF LIABILITY (RELEASE)

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

Santa Barbara Bucket Brigade ("SB3") is an unincorporated nonprofit association organized to coordinate a volunteer response to aid victims of the January 2018 mudslide disaster in and around Montecito, California.

I/We,

Homeowner Name: _____
Day Telephone: _____
Night Telephone: _____
Address (**Property**): _____

certify that I/We am/are the owner(s) of the above listed Property.

I/We desire SB3 volunteers (**Volunteers**) to aid clearing and removing mud and debris from the Property and damaged structures and residences (**Volunteer Activities**). In consideration of the Volunteer Activities to be rendered to me/us or on my/our Property by the Volunteers, I/We, the undersigned, understand and:

- **PERMISSION:** Hereby give permission to Volunteers to have access to the Property, including to interior of structures and residences, to provide such Volunteer Activities on the Property.
- **INDEMNIFICATION:** Release and agree to indemnify and hold harmless SB3, any volunteer, agent, person, agent or entity associated with SB3, (collectively, **Released Parties**) from any and all claims, liability, damages, loss or injury of any kind, direct or indirect, (including but not limited to physical and/or mental injury and/or death and/or property damage), delay or irregularity in any way related to, caused by or resulting from the performance (or omission of) of the Volunteer Activities.
- **HOLD HARMLESS: RELEASE AND FOREVER DISCHARGE AND HOLD HARMLESS THE RELEASED PARTIES AND THEIR SUCCESSORS AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS AND DEMANDS OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY, THAT ARISE OR MAY HEREAFTER ARISE FROM the VOLUNTEER ACTIVITIES, HOWEVER CAUSED, NEGLIGENCE OR OTHERWISE, BY ANY RELEASED PARTY, OR OTHERWISE.**
- **NO WARRANTY:** Agree that the Volunteers will be providing Volunteer Activities solely as volunteers, that they are not professionals working for profit, and that no warranty is made as to the quality of work done pursuant to the Volunteer Activities.
- **NO OBLIGATIONS; INSURANCE:** Agree that neither SB3 nor any other Released Party assumes any obligation to provide me with the any services, Volunteer Activities or assistance, including, but not limited to, liability insurance coverage. I understand that SB3 and the Volunteers have no insurance policy that covers me/us or the Property in any way, and that I am expected and encouraged to make sure that I have my own insurance coverage for the Volunteer Activities, if desired or required.
- **BROAD RELEASE:** Agree that this Release covers all rights and causes of action of every kind, nature and description, which the undersigned ever had, now has/have and, but for this Release, may have and that this Release is intended to be as broad and as inclusive as permitted by the laws of the State of California, and that this document shall be governed by and interpreted in accordance with the laws California; 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 of provision shall not otherwise affect the remaining provisions of this release, which shall continue to be enforceable.
- **BINDING:** Agree that this Release binds the undersigned and his/her/their heirs, representatives and assignees.

HOMEOWNER SIGNATURE: _____

HOMEOWNER SIGNATURE: _____

PRINTED NAME: _____

PRINTED NAME: _____

DATE: _____

DATE: _____