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**MAGNOLIA POINT COMMUNITY ASSOCIATION INC.**

A Florida Corporation Not-for-Profit

% May Management Services Inc.

475 West Town Place, Suite #112 • St Augustine, FL. 32092

904.940.1002

<https://www.magpt.com>

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## Committee Sign-up Sheet

Date \_\_\_\_\_

Resident Name \_\_\_\_\_

Property Address \_\_\_\_\_

Primary Phone # \_\_\_\_\_

Email address: \_\_\_\_\_

### Standing Committees:

**Please check the committee(s) you are volunteering for.**

Access Control  
Architectural Review  
Covenants Review  
and Consolidation

Communications  
Community Liaison  
Landscape & Irrigation

Roads/Drainage/Waterways  
Rules Enforcement  
Strategic Planning

Reason for Interest:

Experience:

Occupation

**All MPCA volunteers are requested to sign the attached liability waiver form and forward same along with the completed application to the CAM at [cam@magpt.com](mailto:cam@magpt.com).**



**NO EMPLOYMENT RELATIONSHIP:** I also acknowledge that my participation in the Project is in the capacity of a volunteer only and that I do not expect and will not receive any compensation in return for my services as a volunteer. I understand that I am not an employee of the Association, and I shall not receive or be entitled to any rights or benefits generally afforded employees. I understand that I shall not be deemed entitled to any Florida Workers' Compensation benefits and that I am responsible for insurance coverage in the event of an injury or illness resulting from my participation as a volunteer in the Project.

**RELEASE OF ALL CLAIMS:** I understand and unequivocally agree that by signing this Agreement, I, for myself, my heirs, beneficiaries, estate, executors, administrators, next of kin, and anyone else who might attempt to sue on my behalf, hereby waive, release, hold harmless, indemnify, covenant not to sue, agree to defend, and forever discharge the Association, its officers, elected or appointed, directors, employees, coaches, trainers, counselors, volunteers, agents, attorneys, contractors and all other persons, entities, organizations and corporations affiliated therewith (all of whom constitute the "**Released Parties**") from any and all kinds of claims, suits, causes of action, damages, losses, liabilities, costs or expenses, including court costs and attorney's fees at all level of proceedings (including appellate level), and any judgments, orders or decrees entered thereon or resulting therefrom, for any personal injury, loss of life, damage to property, or any other liability, loss, cost or expense of any kind (collectively "**Claims**"), arising out of, resulting from, or relating to my participation or my engagement in the Project and any other activity, function, or task reasonably necessary to complete the Project, whether or not such claim, suit, cause of action, injury, damage, loss, liability, cost, expense, judgment, order, or decree was caused by, arose or resulted from, in whole or in part, the **NEGLIGENT ACTS OR OMISSIONS** of the **Released Parties** including any Claims caused by, arising or resulting from, in whole or in part, any condition on the property, facilities or condition of any vehicles, tools or equipment used in the Project (regardless of whether such condition was known or unknown, open, obvious, foreseeable or unforeseeable, hidden or not). The **NEGLIGENT ACTS OR OMISSIONS OF THE RELEASED PARTIES** shall specifically include the failure by any of the Released Parties to take reasonable precautions or exercise reasonable care, and/or the failure by any of the Released Parties to discharge a duty owed to me as result of my participation in the Project, including but not limited to, the failure to observe a duty to warn, inspect, maintain, repair, make safe, or supervise, such that such failure would support a finding of negligence and give rise to liability on the part of the Released Parties by a judge or jury in a court of competent jurisdiction.

**EFFECTIVE PERIOD:** This Agreement shall become effective immediately on the date I sign it and shall remain in effect and enforceable by the Association and all other **Released Parties** throughout the entire time period during which I volunteer in the Project unless I revoke this Agreement in writing. I understand that if I revoke this Agreement I will not be allowed to participate in the Project or volunteer for the Association.

**CONSENT TO TREATMENT:** I authorize such physician or medical staff as the **Released Parties** may designate to carry out any medical treatment deemed necessary, or to take me to the emergency room of the nearest hospital for treatment, if necessary.

I acknowledge that this Agreement is intended to provide waiver, release, indemnity, and defense to the **Released Parties** and to hold the **Released Parties** harmless from liability, as set forth herein. Any provisions found to be void or unenforceable shall be severed from this Agreement and shall not affect the validity or enforceability of any remaining provisions. I am aware that this is an Agreement not to sue the **Released Parties** and constitutes a complete and unequivocal release of liability by me in favor of the **Released Parties**.

I have read this Agreement, carefully, in its entirety and I fully understand its content. I am 18 years of age or older, of sound mind and body and not under the influence of alcohol, any illicit or prescription drug or medication, or under any other legal disability which may in any way impair my ability to enter into this Agreement. Intending to be legally bound, I have voluntarily signed this Agreement.

\_\_\_\_\_  
Signature of Participant

DATE: \_\_\_\_\_

\_\_\_\_\_  
Name