

WAIVER OF LIABILITY, RELEASE, AND ACKNOWLEDGEMENT OF RISKS

**WARNING:** This Waiver of Liability, Release and Acknowledgement of Risks (this “Waiver”) is legally binding. If you require clarification on any aspect of this Waiver, please consult an attorney of your choice. **IN SIGNING THIS DOCUMENT YOU ARE WAIVING THE RIGHT TO BRING A COURT ACTION TO RECOVER COMPENSATION OR OBTAIN ANY REMEDY FOR ANY PERSONAL INJURIES, DAMAGE TO PROPERTY, ACCIDENT OF ANY KIND, INCLUDING DEATH, THAT MAY OCCUR WHEN YOU PARTICIPATE IN THE WORK (AS SUCH TERM IS DEFINED BELOW).**

**RECITALS**

R-1. LZ-Grace Warrior Retreat Foundation and/or LZ-Grace, LLC (collectively, “LZ-Grace”) is the owner of certain real property in the City of Virginia Beach, Virginia (the “Property”) to be used by LZ-Grace to further its mission to offer a retreat for newly transitioning Special Operations Forces personnel.

R-2. You, the undersigned participant have volunteered to perform maintenance on the Property, which may include, but not be limited to construction, grounds keeping and care, painting, and other improvements (the “Work”).

**ACKNOWLEDGEMENTS**

I, \_\_\_\_\_, hereby acknowledge that:

I desire to voluntarily participate in the Work and enter the Property as a bare licensee for my own benefit and the benefit of LZ-Grace. I understand that serious injury is possible in performing the Work and may result from my own negligence, the negligence of the LZ-Grace, or the negligence of other participants on the Property, who are participating in the Work. I recognize that there may be conditions present on the Property which may be unsafe and/or pose a risk of harm to me. \_\_\_\_\_ (Initial)

I understand that my current level of physical fitness or health condition may serve to increase the risk of injury. I am in good physical condition and do not suffer from any disability, allergy, or medical condition which would prevent or severely limit participation in the Work. I further affirm that it is my responsibility and obligation to make LZ-Grace aware of any limitations that may affect my participation in the Work and that failure to disclose these limitations may result in an increased risk of injury. \_\_\_\_\_ (Initial)

**ASSUMPTION OF RISK**

With knowledge of the aforementioned, and as an inducement for LZ-Grace to allow me to participate in the Work and to enter the Property as a bare licensee, I hereby understand that I am agreeing to assume the risks of taking part in the Work, including the risk of injury or death that may result from my own negligence, the negligence of LZ-Grace or its employees, agents,

officers, directors, members and managers or the negligence of another participant in the Work.  
\_\_\_\_\_ (Initial)

**WAIVER OF LIABILITY**

With knowledge of the aforementioned, and as an inducement for LZ-Grace to allow me to participate in the Work and enter the Property as a bare licensee for my own benefit, I hereby agree to indemnify, release and hold harmless and to waive any all possible liability, claims, suits, costs, expenses, losses, medical fees, attorney’s fees, or other related causes of action for damages against LZ-Grace or its employees, agents, officers, directors, members and managers including but not limited to, such claims that may result from my injury or death during or arising in any way from the Work and from entering the Property and whether that injury or death may result from my own negligence, the negligence of LZ-Grace or its employees, agents, officers, directors, members and managers or the negligence of another participant in the Work. This waiver shall be binding upon me and upon my assigns, heirs, representatives, executors, guardians, and administrators. \_\_\_\_\_ (Initial)

**IN SIGNING THIS CONSENT FORM, I AFFIRM THAT I AM OVER THE AGE OF EIGHTEEN (18) YEARS, (OR MY PARENT/GUARDIAN IS SIGNING WITH ME AND ON MY BEHALF) I AFFIRM THAT I HAVE READ THIS FORM IN ITS ENTIRETY AND THAT I UNDERSTAND THE NATURE OF THE WORK AND THE INHERENT RISKS OF PERFORMING THE WORK. I UNDERSTAND THAT BY SIGNING THIS FORM I AM VOLUNTARILY GIVING UP ANY RIGHT I MIGHT HAVE TO SUE OR MAKE A CLAIM WHICH I MIGHT HAVE OR WHICH MIGHT SUBSEQUENTLY ARISE OR OCCUR IN CONNECTION WITH THE WORK, THE PROPERTY OR WITH LZ-GRACE, AND WHICH RIGHTS MAY BE SUBSTANTIAL. I ALSO AFFIRM THAT ALL MY QUESTIONS CONCERNING THIS CONSENT FORM AND THE WORK HAVE BEEN ANSWERED TO MY SATISFACTION.**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**IF UNDER 18 AND WORKING WITH AN ADULT / PARENT/GUARDIAN**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_