



PARTICIPATION AGREEMENT AND RELEASE

You have elected to participate in Home Share, (the “**Program**”), a program of the Ventura County Area Agency on Aging (the “**Agency**”). As a condition of participating in the Program, you acknowledge and agree to the following:

- (a) that although the Program has introduced you a participant(s) in the Program regarding a possible housing arrangement, NODIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVES, AGENTS, OR CONTRACTORS OF THE PROGRAM OR THE AGENCY HAVE MADE ANY REPRESENTATIONS OR WARRANTY ABOUT ANY SUCH PARTICIPANT(S) IN THE PROGRAM, INCLUDING NO REPRESENTATION OR WARRANTY REGARDING THE ACCURACY OF ANY INFORMATION FURNISHED BY SUCH PARTICIPANT(S), OR THE ABILITY OF ANY SUCH PARTICIPANT(S) TO PERFORM HIS, HER, OR THEIR OBLIGATIONS IN CONNECTION WITH SUCH POSSIBLE HOUSING ARRANGEMENT OR THE SUITABILITY OF ANY ROOM OR OTHER PREMISES TO BE RENTED BY A PARTICIPANT;
- (b) that any housing arrangement you enter into will be voluntary;
- (c) that any decisions in the selection and/or acceptance or rejection of a housing arrangement will be independent decisions made solely by me and the other participant(s) and that no one from the Program or the Agency had any part in such decisions;
- (d) **that no one from the Program or the Agency, nor any directors, officers, employees, representatives, agents or contractors of the Program or the Agency, have made any expressed or implied guarantees or warranties regarding the suitability of any housing arrangement entered into by me or the success of such housing arrangements or the ability of any participant to pay rent;**
- (e) that when a participant calls in for housing referrals, names of participants to contact may not always be available;
- (f) that there is no guarantee that a shared housing placement will be arranged;
- (g) that the Program staff and volunteers may conduct background checks or other investigations on any participant and I consent to such background checks and investigations on me;
- (h) that the Program staff and volunteers may check any references provided by a participant and the undersigned consents to the checking of references;
- (i) that some information provided by me might be subject to disclosure to the public under the Public Records Act;
- (j) that it is your **sole responsibility to determine the suitability of any potential housemate and to check the references of any potential housemate and to determine the legality of renting any room in your home and to determine the necessity and extent of any insurance coverage;**
- (k) that it is the sole responsibility of a potential housemate to determine if the landlord is agreeable to a Share Program arrangement;

- (l) that if you are the landlord participant, you are solely responsible for collecting rent and that the Program, the Authority or the Agency will not be liable for any failure to pay rent.

Release and indemnification: In consideration of my participating in the Program, I, _____ (print name), on behalf of myself, my next of kin and personal representatives, hold harmless, release, waive and discharge the Program, the Agency, and each of their officers, directors, representatives, departments, contractors, subcontractors, employees, volunteers, and agents (the “**Releasees**”) from all liability due to the active or passive negligence of any Releasee or otherwise in any way arising from or related to the Program. I further agree that except in the event of gross negligence or willful misconduct by a Releasee (for which this release shall not apply), I shall bring no claims, demands or litigation of any kind against any Releasees, for any economic or non-economic loss or damage due to mental distress, bodily injury, death or property damage sustained by me arising from or in relation to the Program. Notwithstanding the exclusion of gross negligence or intentional misconduct, I acknowledge that all statutory immunities shall still apply to any Releasee. I also agree to indemnify, defend and hold harmless the Releasees from (i) any liability, demand, damage, claim, cost, loss or expense (including attorney’s fees) they may incur because of any lack of capacity or defect in capacity in executing this agreement and (ii) any liability, demand, damage, claim, cost, loss or expense (including attorney’s fees) in any way arising from or related to my participation in the Program, except that such indemnification shall not apply to the fraud, gross negligence or intentional misconduct of such Releasee.

I HEREBY CERTIFY THAT THE INFORMATION GIVEN ON THE APPLICATION IS TRUE, THAT SUCH INFORMATION MAY BE VERIFIED, AND THAT THIS AGREEMENT HAS BEEN VOLUNTARILY SIGNED, READ AND UNDERSTOOD. I UNDERSTAND THAT I AM GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE.

SIGNATURE: _____
PRINT NAME: _____

DATE: _____

RESIDENT OF: _____

THIS IS A RELEASE-READ BEFORE SIGNING