



POST Partners Volunteer Program

2018 VOLUNTEER WAIVER AND INDEMNIFICATION FORM

Participant Name: _____ **Organization:** Colorado Bluebird Project
Site Location: _____ **Date:** April-August, 2018

RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT: PARTICIPANT MUST READ EACH SECTION CAREFULLY BEFORE SIGNING

In consideration for being permitted to perform the below-described volunteer activities for the Town of Castle Rock (Town), I hereby acknowledge, represent, and agree as follows:

A. I understand that said activities are or may be dangerous and do or may involve risks of injury, loss, or damage. I further acknowledge that such risks may include but not be limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage. I acknowledge that such risks may arise from a variety of foreseeable and unforeseeable circumstances connected with the use of the activities; including but not limited to the following risks: Possible cuts and scrapes on hands if left unprotected. **Activities to be performed: monitoring and recording breeding activity of bluebird nest-boxes.**

B. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, I hereby expressly assume all such risks of injury, loss, or damage to me or to any third party arising out of or in any way related to the above-described activities, whether or not caused by the act, omission, negligence, or other fault of the Town, its officers, its employees, or by any other cause.

C. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, I further hereby waive, and exempt, release, and discharge the Town, its officers, and its employees from, any and all claims, demands, and actions for such injury, loss, or damage, arising out of or in any way related to the above-described activities, whether or not caused by the act, omission, negligence, or other fault of the Town, its officers, its employees, or by any other cause, excepting only the willful and wanton conduct of the Town's officers or employees.

D. I further agree to defend, indemnify and hold harmless the Town, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, including any third party claim asserted against the Town, its officers, employees, insurers, or self-insurance pool, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any way related to the above-described activities, whether or not caused by my act, omission, negligence, or other fault, or by the act, omission, negligence, or other fault of the Town, its officers, its employees, or by any other cause, excepting only the willful and wanton conduct of the Town's officers or employees.

E. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, I hereby acknowledge and agree that said **AGREEMENT** extends to all acts, omissions, negligence, or other fault of the Town, its officers, and/or its employees, and that said **AGREEMENT** is intended to be as broad and inclusive as is permitted by the laws of the State of Colorado. If any portion hereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.

F. I understand and acknowledge that the Town, its officers, and its employees are relying on, and do not waive or intend to waive by any provision of this **RELEASE AND INDEMNIFICATION AGREEMENT**, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq., as amended, or otherwise available to the Town, its officers, or its employees.

G. I understand and agree that the laws of the State of Colorado shall govern this **RELEASE AND INDEMNIFICATION AGREEMENT**, and that jurisdiction and venue for any suit or cause of action under this Agreement shall lie in the courts of Douglas County, Colorado.

I HAVE READ and UNDERSTAND EACH SECTION ABOVE:

(Participant initials here)

(If Participant is under 18 years old, Parent initial here)



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This **RELEASE AND INDEMNIFICATION AGREEMENT** shall be effective as of the date set forth below and shall be binding upon me, my successors, representatives, heirs, executors, assigns, and transferees.

II. PARTICIPANT SIGNATURE AND DATE:

Participant - Print Name: _____

Participants Signature: _____

Date of Signature: _____ Age: _____

III. IF PARTICIPANT IS UNDER 18 YEARS OLD, PARENT SIGNATURE AND DATE:

A. By initialing above and signing below, I acknowledge that I am the parent of the above-named Participant as the term "parent" is defined in C.R.S. Section 13-22-107(2)(b), and I hereby waive and release any prospective claim of the Participant against the Town, its officers, and its employees for negligence, to the extent provided in C.R.S. Section 13-22-107(3), in connection with the above-described activities.

If signing for other family members, please print their names and year of birth below:

B. I hereby grant the Town of Castle Rock and the Parks and Recreation Department the right and license to use my and my child's name, image, likeness and comments in Castle Rock materials for internal and external audiences. These materials include, but are not limited to, advertisements, brochures, news releases, magazines, newspapers, newsletters, videos and websites.

YES, the Town is authorized to use my/my child's name/image.

NO, the Town is not authorized to use my/my child's name/image.

Parent - Print Name: _____ Parent's Signature: _____

Date of Signature: _____

Mailing Address:

E-mail Address: _____

Phone: _____

No, please do not contact me regarding parks, open space and trail news and volunteer events.

Please Note: Although *the Town of Castle Rock has partnered with the Volunteers of America to secure minimal insurance coverage for all our volunteers, it is our sincere hope that you donate or give up any claim you may acquire during your volunteer service so that we may keep insurance costs to a minimum. It is our recommendation that you consult with your insurance agent to be sure that your personal insurance coverage is sufficient to cover you for any volunteer services you perform.*