



2021

**VOLUNTEER ACTIVITIES
RELEASE / INDEMNIFICATION FORM
TOWN OF FREDERICK**

PARTICIPANT MUST READ CAREFULLY BEFORE SIGNING

I. RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT:

In consideration for being permitted to perform the below-described volunteer activities for the Town of Frederick (hereafter called “the 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:

Activities to be performed: Activities may include, but are not limited to, Traffic Control, Moving Tables & Chairs, Carrying Items, Walking on Uneven Surfaces, Coordinating Activities/Events, Performing Customer Service, Picking Up Trash, Working with Children, Working With and/or Around Electronic Equipment, Decorating, Setting Up Tents, Working with Animals, Walking, Jogging, Running, Driving, Eating, Standing for Long Periods, Spending Time Outside in the Weather with Exposure to a Variety of Elements, including but not limited to Sun, Wind, Rain, Snow, Extreme Cold, and/or Extreme Heat.

Risks of such activities include but are not limited to: Minor injuries including but not limited to strains, sprains, stress or breaks to bones, muscles, ligaments or joints, sunburn, dehydration, exposure. Serious injury or death could result in extenuating circumstances.

_____ **(Participant initials here)**

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

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.

_____ **(Participant initials here)**

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

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.

_____ **(Participant initials here)**

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

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.

_____ **(Participant initials here)**

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

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.

_____ **(Participant initials here)**

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

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.

_____ **(Participant initials here)**

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

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

_____ **(Participant initials here)**

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

H. 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.

_____ **(Participant initials here)**

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

II. PARTICIPANT SIGNATURE AND DATE:

Participant - Print Name: _____

Participant's Signature: _____

Date of Signature: _____

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

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.

Parent - Print Name: _____

Parent's Signature: _____

Date of Signature: _____

PLEASE NOTE: VOLUNTEERS MUST BE AT LEAST 14 YEARS OLD, OR BE ACCOMPANIED BY A PARENT OR GUARDIAN WHO IS AT LEAST 18 YEARS OLD.