

Sand Creek Regional Greenway Partnership (SCRGP)

MINOR--Waiver of Liability and Assumption of Risk -- Please Read Carefully.

IN CONSIDERATION of the privilege of the Minor's participation as a volunteer with SCRGP (the "Program"), the undersigned individual states as follows:

1. I ACKNOWLEDGE and AGREE that:

- (a) I understand the nature of the Program. I understand that the Program activities may expose the Minor to certain risks, hazards and dangers, including by way of example, risk of personal injury and illness, permanent disability, and even death, from recreational activities, and environmental activities, such as trash clean up and habitat restoration, working, hiking and other physical activity in natural environments, on roads, trails, and in wild areas, slips and falls due to terrain conditions, accidents and illnesses without immediate availability of medical facilities, exposure to adverse weather conditions and wildlife, use of tools, transportation injuries and flaws and defects in facilities and equipment (the "Risks"). The Risks may be caused by the Minor's own actions or inactions, the actions of others participating in the Program, the conditions in which the Program takes place, or the negligence of the "Released Parties" named below.
- (b) The Program activities may require physical exertion and the Minor is in good health and proper physical condition to participate in the Program. I agree that it is my responsibility to evaluate the Minor's health condition and determine whether the Minor is capable of safely participating in the Program activities and obtain any medical treatment necessary for the Minor to participate. If the Minor is not in good health, I realize this may create additional risk.
- (c) There may be other risks, which may not be known by me, or predicted and controlled by the Program, and which could result not only in injury but in social, economic, or other kinds of losses either not known to me or not foreseeable at this time and I acknowledge these are included within the Risks.
- (d) ON BEHALF OF THE MINOR AND ME, I FULLY AND VOLUNTARILY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES incurred by the Minor and me as a result of the Minor's participation in the Program.

2. I AGREE that the Minor's participation as a volunteer in this Program is purely and solely voluntary, without compensation, and that the Minor is not an employee, contractor, or representative of SCRGP.

3. (a) Release – Minor's Rights. I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE SCRGP, and any of its directors, agents, officers, volunteers and employees, and sponsors and vendors, and other participants in the Program, and the City and County of Denver, City of Aurora, and Commerce City, and their elected and appointed officials, employees, agents, and volunteers (collectively, the "Released Parties"), and each of them, of and from, and do discharge and waive, any and all claims, demands, losses, damages, and liabilities that the Minor may have or sustain, including attorneys fees and costs, with respect to any and all property damage, economic loss, medical expense, personal injury and other expense, injury or harm, and/or death, arising directly or indirectly from participation in volunteer or other activities with the Program, including without limitation any and all of those Risks described above, in accordance with Colorado Revised Statutes section 13-22-107. The foregoing sentence shall apply (without limitation) to all claims, demands, losses, damages, and liabilities, including but not limited to claims for negligence, but excepting claims for willful and wanton, reckless, or grossly negligent acts or omissions, as provided in Colorado Revised Statutes section 13-22-107 or by other applicable Colorado law.

(b) Release – Parent/Guardian Rights. I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Released Parties, and each of them, of and from, and do discharge and waive, any and all claims, demands, losses, damages, and liabilities that I as the parent/guardian of the Minor may have or sustain, including attorneys fees and costs, with respect to any and all property damage, economic loss, medical expense, personal injury and other injury or harm, and/or death arising directly or indirectly from the participation of the Minor in volunteer or other activities with the Program, including without limitation the Risks described above. The foregoing sentence shall apply (without limitation) to all claims, demands, losses, damages, and liabilities, except as otherwise provided by applicable Colorado law.

4. The covenants and undertakings of this Release are given for and shall be binding upon me and the Minor's, family, heirs, estate, next of kin, executors, administrators, legal representatives, beneficiaries, successors and

assigns. I agree to indemnify, save and hold harmless the Released Parties, and each of them, from and against any and all claims, demands, losses, damages, attorneys fees and costs, expenses, and liabilities made against or incurred by any of them, including those for indemnity, contribution or otherwise, arising from the Minor's participation in the Program activities and the Risks, whether resulting from claims, actions or lawsuits asserted by me or by another person against the Released Parties, except to the extent prohibited by applicable law.

5. If the Minor is injured or becomes ill while participating in the Program, I consent to emergency medical treatment for the Minor and transport of the Minor to a hospital or clinic for care. I certify that the Minor is covered by a personal or group insurance plan that will cover medical, hospitalization, emergency transportation and treatment, and other expenses of treatment and care should the Minor be injured or become ill while participating in the Program activities. I agree to pay all costs of medical treatment, transportation, or care incurred due to the Minor's illness or injury during the time serving as a volunteer or as a result of such volunteer activities in the Program that are not covered by such insurance policy. I agree that no health or life insurance, accident or disability insurance, or unemployment insurance shall be provided for the Minor by SCRGP.

6. I ACKNOWLEDGE that SCRGP may take photographs or film or digital recording of the Minor and other volunteers during Program activities, and I hereby authorize SCRGP and its agents to take, use, display, publish, reproduce, and distribute any and all photographs and recordings that include the Minor's image and to create derivative works based upon all such photographs and recordings, including use in media releases, reports on the findings of the Program, marketing and promotional materials, newsletters, and websites and electronic communications.

7. Miscellaneous: In the event of a dispute between the undersigned and any of the Released Parties, the exclusive venue and jurisdiction for any lawsuit arising out of such dispute shall be the state or federal courts located in Denver, Colorado. If any provision of this document is determined to be invalid for any reason, such invalidity shall not affect the validity of any of the other provisions, which other provisions shall remain in full force and effect as if this document had been executed with the invalid provision eliminated. I understand and agree that this document is intended to be as broad and inclusive as permitted under applicable law and shall be governed by Colorado law.

READ THIS DOCUMENT CAREFULLY BEFORE SIGNING AS IT LIMITS YOUR RIGHTS AND THE MINOR'S RIGHTS

BY SIGNING BELOW, EACH UNDERSIGNED PARENT/GUARDIAN OF THE MINOR PARTICIPANT ATTESTS AS FOLLOWS: I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND VOLUNTARILY; I HAVE LEGAL RESPONSIBILITY OVER THE MINOR PARTICIPANT, AND, IF I AM THE SOLE PARENT/GUARDIAN SIGNING BELOW, MY SIGNATURE IS SUFFICIENT TO ENTER INTO THIS WAIVER OF LIABILITY AND ASSUMPTION OF RISK FOR AND ON BEHALF OF THE MINOR.

PROVIDE NAME OF MINOR: _____

{ THIS IS A RELEASE }	{ THIS IS A RELEASE }		
Parent/Guardian's Signature	Printed Name		Date
{ THIS IS A RELEASE }	{ THIS IS A RELEASE }		
Parent/Guardian's Signature	Printed Name		Date
{ THIS IS A RELEASE }	{ THIS IS A RELEASE }		
Minor's Signature	Printed Name		Date

Address of Minor Participant:

Street: _____

City: _____

State and ZIP: _____

Phone: _____

Email: _____

In an emergency contact (Name and telephone): _____