

VOLUNTEER WAIVER AND RELEASE FORM

This Waiver and Release ("Release") is executed by _____ ("Volunteer") in favor of the Town of Minturn, a Colorado home-rule municipality (the "Town"). By Signing this Release, Volunteer acknowledges and agrees as follows:

1. I understand and agree that I am donating services to the Town as a volunteer, without pay or compensation of any kind, and am not an employee of the Town. I acknowledge that I shall not be entitled to any insurance or other benefits provided to Town employees. I further acknowledge and stipulate that I am neither eligible nor entitled to statutory or legal benefits or provisions of labor codes or other such similar statutes, that I am not covered by the Town's workers' compensation coverage, and that I am not entitled to workers' compensation benefits.

2. By signing this Release, I acknowledge that the Activity is or may be a dangerous activity and may involve risks of injury, loss, damage, or other detriment. Such risks may include but not be limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage, both foreseeable and unforeseeable. I agree to perform all services related to the Activity at my own risk and, on behalf of myself and my agents, heirs, guardians, assignees, insurers, and personal and legal representatives, hereby waive, exempt, release, and discharge, indemnify, and hold harmless the Town, its officers, agents, employees, other volunteers, contractors and representatives from any and all liability, claims, and demands of whatever kind or nature, including costs and attorney fees, arising out of or relating to my volunteer work with the Town.

3. If the Town provides equipment, materials, or supplies to use or utilize in performing the Activity for the Town, I agree to and shall solely use the Town's equipment, materials, or supplies provided in a reasonable manner for the sole purpose of performing services for the Town.

4. I agree to comply with all applicable federal, state, and local laws and regulations while providing any work or services to the Town under this Release and agree to defend, indemnify, and hold harmless the Town for any injury or death or loss of or damage to property resulting from my failure to do so.

5. If any term or provision of this Release shall, to any extent, be invalid or unenforceable, the remainder of this Release shall not be affected thereby, and each provision of this Release shall be valid and enforceable to the fullest extent permitted by law.

6. I understand and acknowledge that nothing herein shall be construed as a waiver of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as may be amended.

By signing below, I, Volunteer, acknowledge that I have read and understand this Release and have executed this Release on the date first written above.

_____ Activity Date: ____/____/____
EVENT (the "Activity")

NAME (Print)

SIGNATURE

If signing as Parent or Guardian

Date Signed: ____/____/____

NAME (Print)

ADDRESS (Street) (City) (State) (Zip)

PHONE

EMAIL

EMERGENCY CONTACT (Name) (Phone Number)