

RELEASE AND WAIVER OF LIABILITY FOR VOLUNTEERS

Department of Parks and Recreation Cherry Creek Clean Up

I want to volunteer my services to the City and County of Denver, Department of Parks and Recreation. I certify that I am in good mental and physical condition and I understand the inherent risks associated with acting as a volunteer including the risk of physical injury or death. I understand that these risks may include, but are not limited to, drowning, slips and falls, physical activity and exertion, muscle and ligament strains, pulls and tears, abnormalities of blood pressure or cardiac arrest, assault and battery, cuts and punctures from debris, glass, nails, hypodermic needles, wire, rocks, concrete, cans, and other sharp objects. I further understand that I risk aggravating any preexisting physical condition I may have in the performance of these services.

I acknowledge and understand that use of protective and safety gear (including, personal flotation devices [approved life jacket or approved life vest], appropriate boots or footwear, gloves, padding, and helmets . . .) is recommended and the use of an appropriate personal flotation device and a helmet are required. I realize that protective and safety gear is designed to reduce the risk of injury, but will not prevent all injuries (a helmet, for example, will not prevent all head injuries). I understand that there is no guarantee for my safety.

I understand that while my volunteer services will be at the direction of the City and County of Denver, its officers and employees, I am nevertheless not an employee of the City and County of Denver within the meaning of the Colorado Workers' Compensation Act at the time of my performance of these volunteer services. I further understand that I am a volunteer and that no employee/employer or master/servant relationship is created between myself and the City and County of Denver or the Department of Parks and Recreation and that I will receive no compensation of any kind for my participation as a volunteer and that there is no promise of paid employment or future paid employment. There is no employment contract or other contract of hire between me and the City and County of Denver, Department of Parks and Recreation. I acknowledge that the volunteering of time and/or services does not constitute employment for purposes of the Workers' Compensation Act of Colorado and further acknowledge that I am not entitled to benefits pursuant to said Act.

In consideration of the City and County of Denver allowing me to participate as a volunteer, I agree not to sue and forever release, waive and discharge the City and County of Denver, LoDo District, Inc, LoDoNa and their respective employees, agents, representatives, officers, directors, and any associated or sponsoring agencies and entities (hereinafter referred collectively as "Releasees") from any and all liability to me or my personal representatives, assigns, heirs, children, dependents, spouse and relatives for any and all claims, causes of action, losses, judgments, liens, costs, demands or damages that are caused by or arise from any injury (including death) to me or my property regardless of the cause(s) of such injury. I assume all risks associated with my participation as a volunteer. I understand that the performance of these volunteer services may be hazardous, and I specifically waive any liability for injuries that may result from the negligence or carelessness of fellow volunteers, city officers and employees, and the public.

As further consideration for my being allowed to participate as a volunteer, the undersigned agrees, jointly and severally, to defend, indemnify, and hold harmless the Releasees from and against any and all liabilities, claims, liens, actions, causes of action, costs or expenses of any nature whatsoever (including, without limitation, interest, penalties, reasonable attorneys' fees and disbursements) arising from any damage, loss, or injury (including death) to the releasing parties while participating as a volunteer regardless of the cause or causes of such damage, loss, or injury (including death).

I understand that the City and County of Denver, The Greenway Foundation, and Comcast shall not be responsible for loss or theft of personal property, or damage to personal property caused by the City and County of Denver, its employees and officers, other volunteers, or the public. I understand that my participation as a volunteer in this activity is purely and solely voluntary and that I am not an employee, contractor, or representative of the City and County of Denver. I hereby acknowledge that I have carefully read this Release and Waiver of Liability for Volunteers, that I fully understand its contents, that I am over the age of 18, and that I am signing this Release and Waiver of Liability for Volunteers voluntarily and intend for it to be legally binding.

Signature of Adult Volunteer or
Adult parent or Guardian of youth under 18

Date

Signature of Youth Volunteer (Under age 18)

Date

PLEASE PRINT:

NAME: _____ Adult Youth

ADDRESS: _____

CITY: _____ ZIP: _____

EMAIL ADDRESS: _____

DAY PHONE: _____ CELL PHONE: _____

EMERGENCY CONTACT: _____

EMERGENCY CONTACT PHONE: _____

OCCUPATION/COMPANY/GROUP: _____