



# TOWN OF FIRESTONE

## Volunteer Application, Waiver, Release and Indemnification

**VOLUNTEERS FOR ANY TOWN OF FIRESTONE EVENT OR ACTIVITY MUST BE AT LEAST 14 YEARS OF AGE**

**NOTE: The Santa Cops program will allow volunteers age 10 and older with parental supervision help with wrapping. This form must still be filled out.**

Name: \_\_\_\_\_  
Last First Middle

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

T-shirt Size: \_\_\_\_\_

### RELEASE OF LIABILITY - PLEASE READ CAREFULLY BEFORE SIGNING

In return for receiving permission from the Town of Firestone (Town) to allow me to participate as a volunteer in the following activities (please check any you wish you participate in throughout the year):

- 4<sup>th</sup> at Firestone       Carbon Valley Holiday Festival       Food & Flick Fridays       Halloween Safe Night
- Meet & Greet       National Night Out       Santa Cops Shopping       Santa Cops Wrapping
- Other \_\_\_\_\_

Specify if there is anything specific you wish to help out with at the event you have volunteered for: \_\_\_\_\_

the undersigned hereby voluntarily enters into this waiver, release and indemnification.

I realize that the above-described activities are or may be dangerous and do or may involve risks of injury, loss or damage, including but not limited to risks of bodily injury, personal injury, sickness, disease, death, and property loss or damage. I am aware of these risks and further acknowledge that these and other risks may arise from a variety of foreseeable and unforeseeable circumstances connected with these activities. By signing this agreement, I hereby voluntarily assume all such risks of risks of injury, loss or damage to me or to any third party in any way arising out of or related to my participation in the above-described activities, whether or not caused by the act, omission, negligence or other fault of the Town, its officers or its employees, or by any other cause, excepting only those arising solely from willful and wanton conduct of the Town's officers or employees.

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

For and on behalf of myself, my successors, representatives, heirs, executors, assigns and transferees, I hereby further agree to defend, indemnify and hold harmless the Town, its officers, employees and insurers, from and against any and all liabilities, claims and demands, including any third party claim asserted against the Town, its officers, employees or insurers, on account of any 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 or its employees, of by any other cause, excepting only the willful and wanton conduct of the Town's officers or employees.

I authorize the Town of Firestone to obtain medical attention for me (and my child) in case of emergency, and I hereby release the Town of Firestone, its officers, employees and insurers, from any and all liabilities, damages, actions or causes of action arising from the procurement of such medical attention for me (or my child).

I agree to abide by all rules and regulations governing Town volunteer activities, and to follow the instructions of Town staff while participating in these activities. I am participating in these activities solely as a volunteer, gratuitously and without any expectation of any compensation.

Volunteers are not governed by the policies in the Town of Firestone Employee Handbook and do not receive pay or benefits. Volunteers can be released by the Town from volunteer service at any time, as the Town in its sole discretion determines necessary or appropriate. Volunteers may be required to complete a waiver/release and to complete insurance forms prior to performing service for the Town.

By signing this agreement, I hereby acknowledge and agree that this agreement extends to all actions, omissions, negligence or other fault of the Town, its officer or 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 of this agreement shall continue in full force and effect. I further understand that nothing herein is intended or shall constitute any waiver of the monetary limitations or other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., or otherwise available to the Town, its officers or its employees.

I hereby acknowledge and agree that I have read, understood, and voluntarily agreed to the foregoing waiver, release indemnification agreement, and that this agreement shall be binding on me, my successors, representatives, heirs, executors, assigns and transferees.

Participant - Print Name: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**PARENT SIGNATURE AND DATE FOR PARTICIPANT UNDER 18 YEARS OLD**

By 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, in addition to execution of the foregoing on behalf of the participant, I hereby waive and release any prospective claim of the participant against the Town, its officer and its employees for negligence, to the extent provided by C.R.S. Section 13-22-107(3), in collection with the above-described activities.

Parent - Print Name: \_\_\_\_\_

Parent's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_

I do NOT wish to be placed on an email or mailing list for future projects: \_\_\_\_\_ (check here)

I do NOT give permission for media coverage of myself and/or my minor child/ward to be disseminated for public relations purposes: \_\_\_\_\_ (check here)