



COMMUNITY SERVICE/VOLUNTEER ACTIVITIES
RELEASE/INDEMNIFICATION - TOWN OF NEDERLAND

**RELEASE OF LIABILITY AND INDEMNIFICATION
AGREEMENT**

READ CAREFULLY BEFORE SIGNING

In consideration for being permitted to perform the below-described community service/volunteer activities for the Town of Nederland and for the community service/volunteer insurance coverage provided at no cost to me by the Town, I hereby acknowledge, represent, and agree as follows:

I understand that said activities are or may be dangerous and do or may involve risks of injury, loss, or damage, including but not limited to risk of bodily injury, personal injury, sickness, disease, death, and property loss or damage. I acknowledge that such risks may arise from both foreseeable and unforeseeable circumstances and events associated with my volunteer activities, including but not limited to:

Activities to be performed: Town of Nederland 4th of July Parade participant

By signing this Release And Indemnification Agreement, I 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.

By signing this Release And Indemnification Agreement, I further 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.

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.

By signing this Release And Indemnification Agreement, I acknowledge and agree that this Agreement extends to all acts, omissions, negligence, or other fault of the Town, its officers, and/or its employees, and that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Colorado. If any portion of this Agreement is invalidated, I agree that the balance of the Agreement shall continue in full legal force and effect. 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 Agreement the monetary limitations and all 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. I understand and agree that this 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 Boulder County, Colorado.

This Agreement shall be effective as of the date of my signature below and shall be binding upon me, my successors, representatives, heirs, executors, assigns, and transferees.

PARTICIPANT SIGNATURE AND DATE:

Participant - Print Name: _____

Participant's Signature: _____

Date of Signature: _____

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: _____

Attested by: _____ Date: _____
Nicole Cavalino, Town Clerk