

VOLUNTEER WAIVER AND RELEASE

I certify that I am offering my services to the City and County of Denver Division of Arts & Venues on a volunteer basis in connection with _____ (the "Volunteer Activities"). I understand that I am not employed to perform the Volunteer Activities and will receive no pay, benefits, or other privileges of employment of any kind for my services. I further understand that I am not eligible for worker's compensation benefits if I am injured or become ill as a result of my Volunteer Activities, and I am not eligible for unemployment compensation benefits when my volunteer assignment ends. I also certify that I have not been promised and have no expectations that I will receive a paid position as a result of my Volunteer Activities. I understand that there is no employment contract or other contract of hire between me and the City and County of Denver.

I certify that I am (*check one*):

Not employed by the City and County of Denver, and I am performing the Volunteer Activities for civic, charitable or humanitarian reasons.

An employee of the City and County of Denver. The Volunteer Activities are in a different occupational capacity from that in which I am employed, and I am performing the Volunteer Activities for civic, charitable or humanitarian reasons.

I certify that I am in good mental and physical condition and I understand the inherent risks associated with serving as a volunteer, including the risk of physical injury or death, or aggravating any preexisting physical condition.

In consideration of the City and County of Denver allowing me to participate as a volunteer, I agree not to sue and I release and forever discharge the City, and its officers, officials, employees, successors and assigns (the "Releasees"), of and from all liability to me and my spouse, legal representatives, heirs and assigns, for any and all loss or damage, and any claims, demands, actions or rights of action of whatever kind or nature, either in law or in equity, arising from or by reason of any injury to my person or property, even injury resulting in my death, whether caused by the negligence of Releasees or otherwise, while I am participating in the Volunteer Activities.

I assume full responsibility for the risk of bodily injury, death or property damage while I am participating in the Volunteer Activities.

I release all Releasees from any claim whatsoever on account of first aid, treatment or service rendered to me while I am participating in the Volunteer Activities.

This Volunteer Waiver and Release contains the entire agreement between me and the City. I acknowledge that I have carefully read this Volunteer Waiver and Release, that I fully understand its contents, that I am over the age of 18, and that I am signing this Volunteer Waiver and Release voluntarily and intend for it to be legally binding.

Signature of volunteer

Signature of witness

Print Name

Print Name

Date

Date

Consent of Parent or Guardian

I am the legal parent or legal guardian of _____ (hereafter “the minor child”) who is under the age of 18. I specifically consent to the minor child’s participation in the Volunteer Activities and specifically and expressly assume all risks in connection with the minor child’s participation his in the Volunteer Activities. I agree, for myself, and for my child, and our successors, that the above representations, acknowledgements, and releases are contractually binding, and that should I, my child, or our successors assert a claim in contravention of this agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by the City and employees in defending any such claim. By signing below, I acknowledge that I am the parent of the below named Child 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 Child Participant against the City and employees, its officers. I have read and I understand the above waiver and release terms and, on behalf of the minor child and myself, agree that its terms shall likewise bind me, the minor child and our heirs, including but not limited to any other minor children, and our personal representatives in connection with any liability arising out of the minor child’s participation in the Volunteer Activities. **I realize and intend that it be a complete and unconditional release of all liability as to the minor child and I hereby expressly agree on behalf of the minor child to indemnify and hold these entities and employees harmless from any and all liability for personal injuries, property damage or wrongful death caused by any active or passive negligence related in any fashion to the minor child’s participation in the Volunteer Activities. I specifically waive any and all claims for death, injury, and/or damage to the minor child and/or property that may result from the negligence and carelessness of the city and employees. Further, I agree that this document is binding and contractual in nature and not a mere recital.**

Signature of parent of guardian

Date: _____

Printed name of parent or guardian

Signature of child participant

Date: _____

Printed name of minor child

Signature of witness

Date: _____

Print name of witness