



2020 LARGE GROUP VOLUNTEER RISK AND RELEASE FORM

SITE: _____ **DATE:** _____

I, the undersigned, agree for myself or for my minor child/ward(s), to volunteer for the Fountain Creek Watershed Flood Control and Greenway District (District) Creek Week Program, and understand and agree, for myself and for my minor child/ward, to the following:

1. I will follow instructions of my/our placement and perform my/our service to the best of my/our ability.
2. I acknowledge that there are dangers and risks incurred as a result of participating in activities connected or associated with volunteering; and, to the extent permitted by law, I hereby release and forever discharge, **on behalf of myself and my child/ward**, the District, and any landowner upon whose property any program activities should take place ("Landowner"), their employees, volunteers, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorneys' fees, litigation, judgments, damages, claims and demands of any kind whatsoever arising from or out of my own and my child/ward's participation in Creek Week, and knowingly assume all risk for any injuries, damage or loss to ourselves such as, but not limited to: falling down, tripping, bumping; back, bone, joint, head, neck, muscle or spinal injuries or strains; cuts, scrapes; choking; allergies; heat stroke, heat exhaustion, sunburn or other injuries; and/or any damage or loss sustained to our property.
3. To the extent permitted by law, I hereby agree, **on behalf of myself and my child/ward**, to indemnify, defend, save, and hold harmless the District, and any Landowner, their officers, employees, volunteers, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorneys' fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of my own or my child/ward's transportation to and from and participation in the Creek Week Program.
4. In the event of any emergency, I authorize the District, to secure from any licensed hospital, physician and/or medical personnel any treatment deemed necessary for my own, **or my child/ward's**, immediate care, including ambulance transport. Further, I agree that I will be responsible for payment of any and all medical services rendered.
5. I act only as a civilian volunteer and do not function as an employee, agent or representative of the District, and/or any Landowner.
6. I give permission for media coverage of myself, **and/or my minor child/ward**, to be disseminated for public relations purposes. (**CROSS OUT #6. SENTENCE ABOVE** if you do not give this permission)
7. **Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19.** The novel coronavirus, COVID-19, is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend physical distancing and have, in many locations, prohibited the congregation of groups of people.
8. The Fountain Creek Watershed, Flood Control and Greenway District (the District) cannot guarantee that you will not become infected with COVID-19. Volunteering with the District for Creek Week activities could increase your risk of contracting COVID-19.
9. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by volunteering with the District for Creek Week activities and that such exposure or infection may result in personal injury, illness, permanent disability, and death to myself and others. I understand that the risk of becoming exposed to or infected by COVID-19 on a volunteer workday may result from the actions, omissions, or negligence of myself and others, including, but not limited to, District employees, its officers and directors, volunteers, and other program participants.
10. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my attendance at a Creek Week activity ("Claims"). On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless the District, its employees, officers and directors, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the District, its employees, its officers and directors, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Creek Week program.

