

Volunteer Liability Waiver and Release

Every person desiring to volunteer at the Yampa Youth Water Festival (the "Festival") sponsored by the Upper Yampa Water Conservancy District (the "District") and others must complete this Waiver of Liability and Release.

It is possible that you may be injured while volunteering in connection with the Festival either because of your own conduct, conduct of others or conduct of the District. The District wants to make sure that you understand the potential risk of injury before you decide to volunteer for the Festival. It is required that you read this Waiver of Liability and Release very carefully and make sure you understand it. By signing below, you certify that, in advance of participating as a volunteer, you have received any and all information that you deem necessary or important in making an informed choice regarding your participation in such volunteer activities.

You recognize and acknowledge that participation as a volunteer may involve risk of serious injury and loss. Such loss and injury may include bodily injury, slipping and falling, permanent disability or death, damage to personal property (including vehicles), exposure to inclement weather, insect bites and severe social and economic losses, which might result from your action, inaction, the negligence of others, or the condition of the facility used for the Festival, or any equipment used thereon.

By signing below,

1. You understand that in return for my services, you may be granted certain privileges by the District or others involved with the Festival. You acknowledge that such privileges do not constitute compensation or employment by the District or others and that no medical or workers' compensation coverage will be provided for you.
2. You agree to comply with the District's stated and customary conditions related to the volunteer activities you will undertake.
3. You certify that you understand that these are some, but not all of the risks; there may be other risks and dangers, a complete listing of which is not possible and cannot be anticipated; and that you agree you will assume all such risks and dangers, whether or not described herein, known or unknown, anticipated or unanticipated.
4. You agree that you have received sufficient information regarding volunteer activities with the District to assess the potential degree of risk involved, and the extent of possible injury, understand the activities and potential risks.
5. You agree to release and hold harmless the District its respective officers, employees, agents, consultants, presenters, co-sponsors, contractors and representatives (including without limitation Routt County, the Town of Hayden, and all school districts whose students, teachers or staff participate in the Festival and the employees, agents, contractors of any of them (all of the foregoing parties may be referred to the "Released Parties"), from and against any claim, liability, damage, loss or injury (including death) which may be the result, directly or indirectly, from your participation in any volunteer activities.
6. You acknowledge that you are legally responsible for your actions including, but not limited to, any damage to private or public property and/or personal injury.
7. You understand that this release of liability applies equally to losses, damages or injuries caused or alleged to be caused in whole or in part by the negligence of the District or the other Released Parties.
8. You acknowledge that nothing herein is intended to or shall constitute any waiver of the monetary limitations or other rights, immunities or protections provided by the Colorado

Governmental Immunity Act, Colorado Revised Statutes (C.R.S) § 24-10-101 et seq., or otherwise available to the District or the other Released Parties

9. You agree that this release of liability applies to you, as well as any of your personal representatives, assigns, heirs and next of kin.
10. You certify your understanding that this agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Colorado and that the balance of this agreement shall continue in full force and effect if any portion of this agreement is held invalid.
11. You certify that you have carefully read and fully understand the effect of relinquishing the rights that you hereby waive, and voluntarily sign this Waiver of Liability and Release.

Volunteer Name

Volunteer Signature

Date