

## OURAY ICE PARK, INC., VOLUNTEER RELEASE AND WAIVER OF LIABILITY

THIS RELEASE AND WAIVER OF LIABILITY (the "Release") executed on [DATE] \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ [PLEASE PRINT YOUR NAME] (the "Volunteer") in favor of Ouray Ice Park, Inc., (the "Park") a Colorado nonprofit corporation, and its directors, officers, employees and agents. The Volunteer desires to provide services on behalf of the Park as a volunteer. The Volunteer understands and acknowledges that that the services performed by the Volunteer, from time to time, may include a broad range of volunteer activities, including but not be limited to the construction, clearing vegetation, clearing snow, making ice climbs, assisting the Park staff at either the Ouray Ice Park, the Park's offices or at special events or including the Ouray Ice Festival, travel to and from work site locations and for other purposes, as well as the operation of the Park's vehicles (collectively, "Volunteer Services"). As used in this Release, the term "Volunteer Services" is intended to be used in its broadest sense and shall include any and all activities of any kind or nature, at any time and in any place that is performed by the Volunteer on behalf of the Park.

### **The Volunteer does hereby freely, voluntarily and without duress execute this Release under the following terms:**

1. Waiver and Release. Volunteer does individually, and on behalf of its heirs, successors, executors or assigns, hereby release and forever discharge and hold harmless the Park, including without limitation its successors, assigns, agents, officers, directors, and employees from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteer Services. Volunteer understands that this Release discharges the Park from any liability or claim that the Volunteer may have against the Park with respect to any bodily injury, personal injury, illness, death, disability, property damage, incidental or consequential damages, punitive damages or special damages that may result from Volunteer Services, whether caused by the negligence of the Park or its officers, directors, employees or agents, other Park volunteers, or otherwise. Volunteer also understands that the Park does not assume any responsibility for or obligation to provide financial aid or other assistance, including but not limited to, medical, health or disability insurance except as the Park has specifically disclosed in writing to the Volunteer. Volunteer further agrees to indemnify the Park and any person or entity associated with the Park for any claim, in whatever form, made against the Park associated with his or her Volunteer Services.

2. Medical Treatment. Volunteer does hereby release and forever discharge the Park from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment or service rendered by any person in connection with Volunteer Services.

3. Assumption of the Risk. Volunteer acknowledges that there are potential hazards ("Hazards") involved in Volunteer Services. The term "Hazards" is intended to be used in its broadest sense and includes, but is not limited to natural hazards (land, weather, ice, etc.) and man-made hazards (concrete, steel, climbing anchors, etc.), as well as hazards typical for construction sites, the operation of vehicles, tools or equipment, and physical labor. The Volunteer understands and acknowledges that the Volunteer Services may include Hazards that could harm the Volunteer, and that such Hazards may or may not always be obvious. Volunteer hereby expressly and specifically assumes the risk of injury or harm for all such Hazards and releases the Park from all liability for injury, illness, death or property damage resulting from the Volunteer Services.

4. Insurance. The Park may elect, in its sole discretion, to provide group accident insurance for special projects. Any coverage so provided will be governed by the policy language. Except to the extent it makes available such group accident insurance, the Park does not carry or maintain, and expressly disclaims responsibility for providing any health, medical or disability insurance coverage for the Volunteer. Volunteers are not to be deemed employees or agents of the Park and the Park shall not be responsible for the purchase of worker's compensation insurance. EACH VOLUNTEER IS EXPECTED AND ENCOURAGED TO ARRIVE WITH MEDICAL OR HEALTH INSURANCE COVERAGE IN EFFECT. EACH VOLUNTEER EXPRESSLY ACKNOWLEDGES THAT THERE HAS BEEN NO EXPRESS OR IMPLIED AGREEMENT BY THE PARK TO PROVIDE INSURANCE COVERAGE OF ANY KIND TO THE VOLUNTEER.

5. Photographic Release. Volunteer does hereby grant and convey unto the Park all right, title and interest in any and all photographic images and video or audio recordings made by the park, including but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.

6. Alcohol Service. If Volunteer Services includes the service in any manner of alcohol in a any form including without limitation malt beverages, vinous beverages, or liquor, Volunteer acknowledges that he or she has received appropriate training regarding State and Federal laws and regulations regarding the service of such beverages. Volunteer agrees to abide by any applicable laws and regulations regarding the service of such beverages. Consistent with Section 1 above, Volunteer agrees to release and forever discharge hold harmless the Park, including without limitation its successors, assigns, agents, officers, directors, and employees from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from his or her service of such beverages. Volunteer further agrees to indemnify the Park and any person or entity associated with the Park for any claim, in whatever form, made against the Park associated with his or her service of such beverages.

7. Climbing Activities. If Volunteer Services includes ice, rock or other climbing activity, Volunteer again acknowledges that Hazards are involved in such activity including without limitation the risk of injury or harm, property damage or death. Climbing involves serious risks including without limitation falling, falling objects, and equipment failure. Volunteer hereby expressly assumes all risks associated with this activity.

8. Other. Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Colorado, and that this Release shall be governed by and interpreted in accordance with the law of the State of Colorado. Volunteer agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the validity of the remaining provisions of this Release which shall continue to be enforceable.

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

EMERGENCY CONTACT/PHONE: \_\_\_\_\_

FOR MINORS:

I am the parent or legal guardian of \_\_\_\_\_, a minor child and I have read and fully understand the limits of liability provided to the Park for allowing my child's participation in the Volunteer Services and I have read and understand the foregoing Release, waiver and indemnification, and express assumption of risk.

Having read all of the above, I hereby consent to my child's participation in the Volunteer Services and the assumption of the risk inherent to the Volunteer Services.

Signature of Parent or Legal Guardian

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

Print Full Name and Child's Full Name

\_\_\_\_\_

Address \_\_\_\_\_

Emergency Contact/Phone \_\_\_\_\_