

CITY OF FORT LUPTON

2022 VOLUNTEER APPLICATION, WAIVER, RELEASE AND INDEMNIFICATION

Volunteers for any City of Fort Lupton event or activity must be at least 14 years of age.

Name: _____
LAST FIRST MIDDLE

ADDRESS: _____

City: _____, State: _____, ZIP: _____

Phone: _____

Email: _____

Age if under 18: _____ T-Shirt Size: _____

RELEASE OF LIABILITY – PLEASE READ CAREFULLY BEFORE SIGNING

In return for receiving permission from the City of Fort Lupton (City) to allow me to participate as a volunteer in the following activities (please check any you wish to participate in throughout the year:

VOLUNTEER APPLICATION & WAIVER

- Easter Egg Hunt, April 9th
- Cinco de Mayo 5K, May 5th
- Independence Day Celebration, July 2nd
- Trapper Days, Sept. 10th
- Pumpkinfest, Haunted Hay Ride, Cemetery Walk, Oct. 14-15
- Field of Honor, *April 24 – 29, 2023
- Other: _____



JUST A FRIENDLY REMINDER...Please keep in mind that communication from the special event office is primarily done through email. And, your picture could be taken during your volunteer experience, just because we think you're awesome!

I. RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT: PARTICIPANT MUST READ CAREFULLY BEFORE SIGNING

In consideration for being permitted to perform the below-described volunteer activities for the City, I hereby acknowledge, represent, and agree as follows:

A. I understand that said activities are or may be dangerous and do or may involve risks of injury, loss, or damage. I further acknowledge that such risks may include but not be limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage. I acknowledge that such risks may arise from a variety of foreseeable and unforeseeable circumstances connected with the use of the activities, including but not limited to the following risks:

B. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, I hereby 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 City, its officers, its employees, or by any other cause.

C. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, I further hereby waive, and exempt, release, and discharge the City, 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 City, its officers, its employees, or by any other cause, excepting only the willful and wanton conduct of the City's officers or employees.

D. I further agree to defend, indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, including any third party claim asserted against the City of Fort Lupton, 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 City of Fort Lupton, its officers, its employees, or by any other cause, excepting only the willful and wanton conduct of the City of Fort Lupton's officers or employees.

E. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, I hereby acknowledge and agree that said **AGREEMENT** extends to all acts, omissions, negligence, or other fault of the City, its officers, and/or its employees, and that said **AGREEMENT** is intended to be as broad and inclusive as is permitted by the laws of the State of Colorado. If any portion hereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.

F. I understand and acknowledge that the City, its officers, and its employees are relying on, and do not waive or intend to waive by any provision of this **RELEASE AND INDEMNIFICATION AGREEMENT**, the monetary limitations (presently \$350,000 per person and \$990,000 per occurrence) or any 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 City of Fort Lupton, its officers, or its employees.

G. Use of Images: Your attendance and participation in City events and programs could result in the use of your image for event promotions, social media, website, videos, etc., and acceptance of this policy grants permission for the City to use your image accordingly. You understand that no royalty, fee, or other compensation shall be payable to you by reason of such use. Your attendance releases and discharges its employees, representatives, and other related parties from any and all claims, demands, causes of action, and costs of any nature arising from or related to the use, re-use, and publication of aforesaid images, including but not limited to claims for libel. **No personal and/or identifying information will be released to the public without your permission (see permissions below).**

H. I understand and agree that this **RELEASE AND INDEMNIFICATION 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 Fort Lupton, Colorado

I. This **RELEASE AND INDEMNIFICATION AGREEMENT** shall be effective as of the date set forth below and shall be binding upon me, my successors, representatives, heirs, executors, assigns, and transferees.

II. PARTICIPANT SIGNATURE AND DATE

I hereby acknowledge and agree that I have read and understood, and voluntarily agreed to the foregoing waiver, release indemnification agreement, and that this agreement shall be binding on me, my successors, representatives, heirs, executors, assigns and transferees.

Participant - Print Name: _____

Participant’s Signature: _____

Date of Signature: _____

PARENT SIGNATURE AND DATE FOR PARTICIPANT UNDER 18 YEARS OLD

By 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 in addition to the execution of the foregoing on behalf of the participant, I hereby waive and release any prospective claim of the participant against the City, its officer(s) and its employees for negligence, to the extent provided by C.R.S. Section 13-22-107(3), in collection with the above –described activities.

PARENT – Print Name: _____

Parent’s Signature: _____

Date: _____

Emergency Contact Number: _____

Phone: _____



Please note, that in the process of hosting events, your picture could be taken and used in public relations materials, social media and general media coverage.

- I do NOT wish to be placed on an email or mailing list for future events.
- I do NOT give permission for media coverage of myself and/or my minor child/ward to be disseminated for public relation

City of Fort Lupton, Christy Romano, Special Events Coordinator, 203 S. Harrison Ave.,
Fort Lupton, CO 80621
Phone: 720-928-4071, eMail: cromano@fortluptonco.gov * www.fortluptonco.gov/events

