



FOUNTAIN CREEK WATERSHED DISTRICT

VOLUNTEER WAIVER AND RELEASE AGREEMENT

SITE: _____ **DATE:** _____

I/We, the undersigned, agree for myself, and/or for my/our minor child(ren)/ward(s), understand and agree to the following:

I/We have volunteered to participate in the following Program (“Program”) of the Fountain Creek Watershed Flood Control and Greenway District (District):

_____ (initial) GREAT AMERICAN CLEANUP
_____ (initial) CREEK WEEK CLEANUP
_____ (initial) RIDE THE WATERSHED
_____ (initial) _____

1. I/We will follow instructions of my/our placement and perform my/our service to the best of my/our ability and care.
2. I/We acknowledge that there are dangers and risks associated with participation in the Program and associated activities. To the extent permitted by law, I/We hereby release and forever discharge, on behalf of myself/ourselves and my/our child(ren)/ward(s), the District, their employees, volunteers, and agents 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/our participation in the Program and associated activities, and knowingly assume all risks for any injury, damage, harm or loss to me/us such as, but not limited to: falling down; tripping; bumping; back, bone, joint, head, neck, muscle or spinal injuries or strains; cuts and scrapes; choking; allergic reactions; heat stroke, heat exhaustion, or sunburn; or, other injuries; and/or any damage or loss sustained to me/us, and my/our child(ren)/ward(s), and my/our property.
3. To the extent permitted by law, I/We hereby agree, on behalf of myself and my/our child(ren)/ward(s), to indemnify, defend, save, and hold harmless the District, their officers, employees, volunteers, and agents, 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 transportation to and from and participation in the District Program.
4. In the event of any emergency, I/We authorize the District to secure from any licensed hospital, physician and/or medical personnel any treatment deemed necessary for the immediate care, including ambulance transport of me/us and my/our child(ren)/ward(s). I/We agree that I/We will be responsible for payment of any and all transportation and medical services rendered.
5. I/We act only as a volunteer and I/We are not an employee, agent or representative of the District, and/or any Landowner.
6. I/We give permission for media coverage of myself/ourselves, and/or my/our minor child(ren)/ward(s), to be disseminated for public relations purposes.
(**CROSS OUT #6 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 District cannot guarantee that you will not become infected with COVID-19. Volunteering for and participating in the District Program and related activities could increase your risk of contracting COVID-19.
9. By signing this agreement, I/We acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I/We may be exposed to or infected by COVID-19 by volunteering to participate in the District Program and

