

PARTICIPATION AGREEMENT AND WAIVER AND RELEASE OF LIABILITY
THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS AND ASSUMPTION OF THE RISKS AGREEMENT. PLEASE READ CAREFULLY BEFORE SIGNING.

Date(s): _____ Group/ School: _____
Name _____ Date of Birth _____ Age _____
Mailing Address _____ City / State / Zip _____ Phone _____
Emergency Contact _____ **Emergency Phone** _____

This Participation Agreement and Waiver and Release of Liability is entered into between the undersigned ("Participant") and Roaring Fork Outdoor Volunteers ("RFOV"), the United States Department of Agriculture Forest Service, United States Department of Interior Bureau of Land Management, Pitkin County Open Space & Trails, other associated agencies and land management entities, their affiliates, partners, sponsors, vendors, directors, officers, employees, volunteers, members, agents, contractors, and related entities and facilities, hereinafter referred to collectively as "Releasees."

In consideration for the privilege of participation of the Participant in RFOV activities during the time period set forth above, Participant, if over 18 years of age, or Parent or Guardian of Participant if under 18 years of age, acknowledges and agrees as follows:

Participation in the activities, including but not limited to, the use of hand tools, power tools, exposure to the elements, irregular topography, physically demanding labor (referred to herein as the "Activities"), requires good health and fitness and can be **HAZARDOUS AND PRESENT A DANGER TO PARTICIPANT**. Participant believes he/she is qualified to participate in the Activities, and if at any time the Participant believes conditions to be unsafe, he/she will immediately discontinue further participation in the Activities.

Participation in the Activities exposes Participant to the risk of bodily injury, disability, and death. Risks may arise out of falls and other mishaps, exposure to adverse weather conditions and/or high altitude, defects in tools and equipment and negligent participation of other participants who may not be accustomed to this type of labor. Risks may be caused by the Participant's own actions, or inaction, the actions or inaction of others participants, the condition of the area in which the Activities take place, and/or the negligence of the Releasees. Some Risks cannot be predicted or controlled. There may be other Risks and social and economic losses either not known to me or not readily foreseeable at this time.

Assumption of the Risks. I CONSENT TO PARTICIPATION IN THE ACTIVITIES AND FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES incurred as a result of such participation.

Waiver and Release of Liability. In consideration for the privilege of the Participant's participation in the Activities, the undersigned hereby **RELEASES, DISCHARGES, COVENANTS NOT TO SUE, AND AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS RELEASEES** from any and all liability, demands, losses, medical expenses, lost opportunities, damages or attorneys fees and costs stemming from any or all claims for negligence, express or implied warranty, contribution, and indemnity, and/or claims of negligent first aid, emergency care and rescue operations, suffered by the Participant incurred on his/her account with respect to the Participant's personal injury and other injury or harm, disability, and/or death, or property damage, arising directly or indirectly from the Participant's participation in the Activities, as caused or alleged to be caused in whole or in part by the Releasees or any of them, and further agrees that if, despite this Release, the Participant or any other person makes a claim on the Participant's behalf against any of the Releasees, **THE UNDERSIGNED WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LIABILITY, LITIGATION EXPENSES, ATTORNEY FEES, LOSSES, DAMAGES OR COSTS ANY OF THEM MAY INCUR AS THE RESULT OF ANY SUCH CLAIM, WHETHER ASSERTED BY THE UNDERSIGNED, THE PARTICIPANT, OR ANOTHER PERSON.**

I am aware that transportation may be offered by Roaring Fork Outdoor Volunteers and/or other Releasees to and from work sites. I assume all risks of loss and injury that may arise from my use of any transportation provided by Roaring Fork Outdoor Volunteers and/or other Releasees.

I agree to abide by the rules and regulations of RFOV and other Releasees while participating in the Activities. I hereby acknowledge that I have read, understood, and voluntarily agree to the foregoing Participation Agreement and Waiver and Release of Liability.

I grant RFOV and all other Releasees permission to utilize my image in photographic recordings of any of the Activities in which I participate and I waive any right to claim compensation in exchange for participating in the Activities.

RFOV strives to deliver effective and enjoyable programs, thus we *sometimes* ask for participant feedback via surveys, questionnaires, or verbal responses. Please check the box if you or your child do NOT wish to provide feedback

Participant Signature _____ Date _____

Signature and contact email and telephone number of parent or guardian if volunteer is under 18 years of age:

Guardian Signature _____ Date _____

Printed Name _____ Phone Number _____ Email Address _____