WAIVER AND RELEASE OF CLAIMS AND INDEMNITY AGREEMENT
LIMITED EVENT VOLUNTEER PROGRAM

**Activity Title/Specific Tasks:**_____

NAME OF GROUP AND/OR ORGANIZATION:_____

PARTICIPANT'S NAME: _____

PARTICIPANT'S ADDRESS: _____

I understand and agree that I am not an employee of the City and County of Broomfield and will not represent myself as such.

I do hereby further understand and agree:

1. That as a volunteer I will be performing the specific tasks referenced above. That I am aware that there may be certain risks involved in providing volunteer services for the City and County of Broomfield, said risks may include injury or accident to person or property or other loss, and I freely, voluntarily, and with such knowledge assume any such risks while volunteering my services.

2. That the City and County of Broomfield and its employees, agents and assigns shall not be responsible or liable for any injury damage, loss or expense, either to me or my property incurred while volunteering my services and resulting from any act or omission on the part of any employee, agent, or assign of the City and County of Broomfield.

3. For myself, my heirs, executors, administrators, and assigns, to defend, indemnify, release, and hold harmless, the City and County of Broomfield and all of its employees, agents, and assigns from and against any and all manner of actions, causes of actions, suits, debts, claims, demands, or damages, liability or expenses, including attorney's fees, of every kind and nature incurred or arising by reason of any actual or claimed act or omission of mine while volunteering my services to the City and County of Broomfield, including, but not limited to, claims of sexual harassment, civil rights violations, or relating to alcohol or drug use.

4. That the City and County of Broomfield reserves the right to terminate me from my volunteer services, in its sole and exclusive discretion if my work is not satisfactory.

5. That in the event that I am selected to become a volunteer for the City and County of Broomfield, I agree to comply with all of its ordinances, rules, and regulations. I fully understand and agree to provide my services to the City and County of Broomfield as a volunteer in a voluntary capacity and that I will receive no compensation or benefits for services provided, and that I am NOT subject to any of the provisions of Title 2 of the Broomfield Municipal Code regarding Personnel Administration.

6. That I am NOT insured by Worker's Compensation Insurance. I understand and agree that I am covered by an Accident Medical Insurance Policy, only as a secondary or excess insurance policy that only insures me to the extent I am not otherwise insured by Medicaid, Medicare, or any group or individual insurance policies. I understand and agree that said secondary insurance provided by said Accident Medical Insurance Policy is subject to the limitations of coverage in that policy, including the limits of coverage of $25,000 per loss that is reported within 30 days of the date an injury is incurred. I understand and agree that said secondary insurance policy is available for my review in the Human Resources Department. I accept this secondary insurance policy as the limit of City and County liability while I am a volunteer with the City and County of Broomfield. I understand and agree that if I choose to transport program participants in any private vehicle, that I must maintain current automobile liability insurance coverage on said vehicle, in accordance with statutory requirements. The City and County will not provide any automobile liability insurance coverage for said purpose or said vehicle or be responsible for any liability or claim arising there from.

7. In the event of any emergency, I authorize the provision of medical treatment deemed necessary for my immediate care from any licensed hospital, physician, and/or medical personnel, and I agree that I will be responsible for payment of any and all such services rendered.

I hereby represent that I have carefully read and understand the contents of this document and sign the same of my own free will.

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| **PARTICIPANT'S SIGNATURE:** | | **DATE:** |
| I, the undersigned, do certify that I am the parent of legal guardian of the above applicant, that I have read and understand the above WAIVER OF LIABILITY AND RELEASE OF CLAIMS AND INDEMNITY AGREEMENT; and that I consent and agree to the terms stated therein. In the event that an injury or accident occurs while the above referenced applicant is volunteering, it shall be my sole responsibility to provide insurance coverage or guarantee of financial responsibility. | | |
| **PARENT/GUARDIAN (IF VOLUNTEER IS UNDER THE AGE OF 18):** | | |
| **SIGNATURE** | | **DATE:** |