

RELEASE AND WAIVER OF LIABILITY

PLEASE READ CAREFULLY BEFORE SIGNING. THIS DOCUMENT CONTAINS A RELEASE OF LIABILITY AND A WAIVER OF CERTAIN LEGAL RIGHTS AND CLAIMS.

I, _____ (“**Volunteer**”), execute this Release and Waiver of Liability (“**Release**”) in favor of PrairieStar Metropolitan District No. 2, its directors, officers, employees, and agents (the “**District**”), effective this ____ day of _____, 20____, in connection with my participation as a Volunteer for the _____ activity/event through, or on behalf of, the District on any District-owned property (“**Volunteer Activity**”).

Volunteer Not an Employee. I understand that (a) I am not an employee of the District, (b) I will not be paid for my participation in the Volunteer Activity, and (c) I am not covered by or eligible for any insurance, health care, workers’ compensation, or other benefits through the District. I understand that the District may terminate my Volunteer status at any time, for any or no reason.

Acknowledgment and Assumption of Risks. I understand, confirm, and acknowledge that there are risks associated with this Volunteer Activity that may arise in a variety of ways including, but not limited to, bodily injury, personal injury, illness, death, or property damage or loss, and that they may arise from my own actions or from the actions of others at or near the District’s property (the “**Risks**”). By requesting to participate in this Volunteer Activity, I assume the Risks associated with such an activity. I further assume all responsibility for my actions and behavior.

Release and Waiver. Volunteer does hereby release, agree not to sue, and forever discharge and hold harmless the District and their successors and assigns from any and all liability, claims, and demands related in any way to the Risks associated with the Volunteer Activity, either in law or in equity, which arise or may hereafter arise from Volunteer’s participation in the Volunteer Activity. Volunteer understands that this Release discharges the District from any liability or claim that Volunteer may have against the District with respect to any bodily injury, personal injury, illness, death, or property damage or loss that may result from Volunteer’s participation in the Volunteer Activity, whether caused by the negligence of the District. This Release includes all claims in respect of the Risks, known and unknown, foreseen and unforeseeable, regardless of the cause or whether such claims arise from tort, contract, or otherwise, and even if caused by negligence, whether passive or active. Volunteer also understands that the District does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to repair or replacement of property or medical, health, or disability insurance in the event of injury or illness.

Rules and Regulations. Volunteer agrees to abide by any and all of the District’s rules and regulations, and understands and agrees that Volunteer may not be able to participate in Volunteer Activities due to violation of such rules and regulations.

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 laws 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 invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

BY SIGNING BELOW, VOLUNTEER ACKNOWLEDGES THAT VOLUNTEER HAS READ AND UNDERSTANDS THE ABOVE AND AGREES TO BE BOUND BY THE TERMS OF THIS RELEASE.

Volunteer Signature: _____

Volunteer Printed Name: _____

Address: _____

E-mail: _____

Phone: _____

Emergency Contact Name: _____

Emergency Contact Phone: _____

IF VOLUNTEER IS UNDER THE AGE OF 18:

Signature of Parent or Guardian of Volunteer: _____

Parent or Guardian Printed Name: _____

Address: _____

E-mail: _____

Phone: _____

Emergency Contact Name: _____

Emergency Contact Phone: _____