



INDIVIDUAL ASSUMPTION OF RISK, RELEASE FROM LIABILITY, AND PHOTO RELEASE

PROJECT INFORMATION

***** REGISTERED PARTICIPANT *****

Project Description: FLYING W – WALDO CANYON FIRE REHAB PROJECT

Project Date(s): _____

Group: COMBINED VOLUNTEERS

PLEASE PRINT CLEARLY, REVIEW ENTIRE DOCUMENT, AND SIGN ON BACK

Salutation: _____ Last Name: _____ First Name: _____

Street Address: _____ New Volunteer YES NO

City, State, Zip: _____ New Address YES NO

Home Phone: _____ E-Mail: _____

16-18 Yrs?: _____ YES _____ NO (IF YES, A PARENT OR LEGAL GUARDIAN MUST ALSO SIGN)

Under 16?: _____ YES _____ NO (IF YES, A PARENT OR LEGAL GUARDIAN MUST ALSO SIGN)

In case of emergency, please contact:

NAME: _____

RELATIONSHIP: _____

PHONE: (DAY) _____ (EVENING) _____ (OTHER) _____

The following information may be needed by any hospital or medical practitioner not having access to the Volunteer/Participant's medical history (PLEASE WRITE ON BACK IF MORE SPACE IS NEEDED):

Allergies (medicine, food, etc):

Medications being taken:

Date of last tetanus shot:

Physical limitations:

Other medical issues we should be aware of:

1. I acknowledge that I have voluntarily applied to participate in restoration and other activities at various locations with the Coalition for the Upper South Platte (CUSP). I am not working in a paid position, and will receive no compensation for participating in CUSP activities. I understand that my participation in the Project and CUSP activities may involve risks of injury (including loss of life).
2. As consideration for being permitted to participate in these activities and use CUSP tools and facilities, I hereby agree that I, and my successors, assignees, heirs, distributees, guardians, and personal and legal representatives (collectively "heirs") will not make a claim against, sue, or attach the property of CUSP, , the suppliers of any of the tools or equipment that I will use in these activities, or the Owners for any injury, death or damage I may suffer resulting from their actions or negligence, , during the commission of my efforts for CUSP or arising in any way from my participation in the project or presence on the Property. As used herein, the term "Owners" shall mean Flying W Ranch, Inc., Russell M. Wolfe, Leigh Ann Wolfe, Terry Wolfe, The Russell M. Wolfe Legacy Land Trust, Sunny Baber Legacy Trust, any other owners of the Property, and their respective owners, officers, employees, licensees, heirs, legal representatives, trustees, agents, successors, assigns and any others acting at their direction.

3. I hereby release CUSP and the Owners from all actions, claims, suits, liability and demands that I, and/or , my heirs, and personal representatives now have or may hereafter have for injury, death or damage resulting from my participation in CUSP activities, any conditions existing on the Property, and/or my presence upon the Property, whether due to the negligence of CUSP, the Owners or any other person or any other cause.
4. I hereby release and forever discharge CUSP and the Owners from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or participation in CUSP activities.
5. I understand that CUSP carries a minimal level of insurance coverage for volunteers to address medical needs, but EACH VOLUNTEER IS ENCOURAGED TO ARRIVE WITH HEALTH INSURANCE COVERAGE IN EFFECT.
6. I expressly agree 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 the laws of the State of Colorado, and that the Courts in El Paso County, Colorado shall have exclusive jurisdiction and venue over all matters relating hereto. I agree that if any clause or provision is ruled invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release shall continue to be enforceable.
7. **I AM AWARE THAT FIRE RESTORATION, GREEN FOREST RESTORATION, TRAIL BUILDING, RIVER RESTORATION AND OTHER CUSP ACTIVITIES ARE HAZARDOUS. I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES OF CUSP AND USING THE PROPERTY WITH THE KNOWLEDGE OF THE DANGER INVOLVED AND WITH THE KNOWLEDGE THAT MEDICAL FACILITIES MAY NOT BE AVAILABLE IN THE EVENT OF INJURY TO ME. I HEREBY FREELY ASSUME ANY AND ALL RISKS (BOTH KNOWN AND UNFORESEEN INCLUDING THOSE ARISING FROM ANY NEGLIGENCE OF CUSP AND/OR THE OWNERS) OF INJURY AND DEATH, AND VERIFY THIS STATEMENT BY SIGNING THIS DOCUMENT. THESE RISKS INCLUDE WITHOUT LIMITATIONS, THE RISKS OF INJURY OR DEATH DUE TO SLIPS AND FALLS, ROCK SLIDES, WEATHER CONDITIONS, RAVINES, HOLES, UNSTABLE SOIL, FENCING, UNSAFE SURFACE OR SUBSURFACE CONDITIONS, HIDDEN OR OBVIOUS HAZARDS OR DANGEROUS CONDITIONS, ANIMAL AND INSECT BITES, AND OTHER UNFORESEEABLE HAZARDS OR RISKS ASSOCIATED WITH SUCH PARTICIPATION AND USE. I, AND MY HEIRS HEREBY RELEASE CUSP AND THE OWNERS FROM ANY AND ALL CLAIMS FOR LIABILITY RELATING TO SUCH RISKS.**
8. If there is any violation of this agreement and CUSP and/or the Owners is sued, or a claim is made against CUSP and/or the Owners, I agree to indemnify CUSP and the Owners and hold them harmless from any and all claims, expense and liability. Such indemnity shall cover all reasonable expenses incurred by them, including but not limited to attorney fees.

AUTHORIZATION AND RELEASE FOR USE OF PICTURES IN ANY MEDIA

I hereby grant to the Coalition for the Upper South Platte (CUSP), its legal representatives, successors and assigns, irrevocable permission to take and to copyright, in its own name or otherwise, and re-use, publish and republish photographic portraits, pictures or similar images or likenesses (collectively, the "Pictures") of me and my children and/or other minors for whom I am legally responsible, including, without limitation, any other pictures in which I or they may be included, in whole, in part, or altered using software, through any medium, and in any and all media now or hereafter known for illustration, promotion, art, editorial, or any other purpose whatsoever. The pictures may be published in any manner, including in noncommercial advertising, periodicals, trade show exhibits and other promotional applications. Furthermore, I will hold harmless CUSP, the Owners and their representatives, successors and assigns, from any liability arising from or in connection with the aforementioned Pictures.

I affirm that I am 18 years of age or older and that I am competent to sign this agreement on my own behalf. I acknowledge that I have read the foregoing authorization and release and that I fully understand its contents.

(Signature and Printed Name)

(Date)

CUSP volunteers must be 16 years of age or older when the project site is utilizing power tools/equipment. Parental signature is mandatory for ALL volunteers UNDER 18 years old.

(Parent/Legal Guardian's Name- PLEASE PRINT)

(Parent/Legal Guardian's Signature)

() _____ (Phone Number)