



READ THIS DOCUMENT COMPLETELY BEFORE SIGNING. ITS EFFECT IS TO RELEASE GOLDEN BACKPACK PROGRAM, INC. (GBP), A COLORADO NOGBPOFIT CORPORATION, AND ITS AFFILIATED PERSONS AND ENTITIES FROM ANY LIABILITY RESULTING FROM YOUR PARTICIPATION IN THE VOLUNTEER ACTIVITIES DESCRIBED BELOW, AND TO WAIVE ALL CLAIMS FOR DAMAGES OR LOSSES AGAINST GBP WHICH MAY ARISE FROM SUCH VOLUNTEER ACTIVITIES EVEN IF THEY RESULT FROM NEGLIGENCE. GBP IS AN ORGANIZATIONAL HOST FOR VOLUNTEER EFFORTS RELATED TO COVID-19 FOOD RELIEF EFFORTS IN GOLDEN.

RELEASE FROM RESPONSIBILITY, ASSUMPTION OF RISK, AND WAIVER

VOLUNTEER'S FULL NAME: _____

DATE OF BIRTH (MO/DAY/YR): _____

ADDRESS: _____

PHONE NUMBER: _____

DESCRIPTION OF VOLUNTEER ACTIVITIES: _____

I understand that the volunteer activities shall also include additional activities of any kind or nature, at any time and in any place, that are performed by me on behalf of GBP.

I understand that if the above described volunteer activities include driving a motor vehicle, I am required to be in compliance with State of Colorado laws, including: (1) Having a valid driver's license to perform the volunteer activities; (2) Having at least the minimum auto insurance required by state law; and (3) Complying with seat belt use and other traffic laws. I agree that I will not carry any passengers in my vehicle while performing any of the above-named volunteer activities.

I, the undersigned volunteer, exercising my own free choice to participate voluntarily in the volunteer activities described above, and promising to take due care during such participation, hereby acknowledge that I have been informed of the nature of the volunteer activities and that I am aware of the hazards and risks which may be associated with my participation in the above-named volunteer activities, including the risks of bodily injury, illness, death, or damage to property which may occur from known or unknown causes. I understand, accept, and assume all such hazards and risks, and waive all claims against GBP and its affiliated persons. I understand that I am solely responsible for any costs arising out of any bodily injury or property damage that I may sustain through my participation in normal or unusual acts associated with the above-named volunteer activities, regardless of whose fault may be the cause of my injuries or damages, **EVEN IF CAUSED BY CARELESSNESS OR NEGLIGENCE**, so long as the conduct which caused the injuries or damages was not grossly negligent, or willful and wanton.

Further, I hereby indemnify and hold harmless GBP and its members, officers, agents, and any other persons or entities acting on their behalf, and the successors and assigns for any and all of the aforementioned persons and entities, against any and all claims, demands, and causes of action

whatsoever, whether presently known or unknown, of any person who suffers any injury, illness, disability, death, or other harm, to person or property or both, as a result of my participation in and/or presence at the above listed volunteer activities.

I understand that, as a volunteer, I will not receive wages, benefits, or any other form of compensation to perform any of the above-named volunteer activities.

I understand that, except as otherwise agreed to by GBP in writing, GBP does not carry or maintain health, medical, disability, accident, liability (including without limitation motor vehicle liability), property loss or damage (including without limitation motor vehicle collision damage) insurance coverage for any volunteer, including me. **I understand that I am expected to have motor vehicle insurance and medical or health insurance in effect.**

I hereby grant and convey unto GBP all right, title, and interest in any and all photographic images and video or audio recordings made by GBP and its members, officers, agents, and any other persons or entities acting on their behalf, while I am engaging in the above-named volunteer activities.

I expressly agree that this Release From Responsibility, Assumption of Risk, and Waiver is intended to be as broad and inclusive as permitted by the laws of the state of Colorado, and that this Release From Responsibility, Assumption of Risk, and Waiver shall be governed and interpreted in accordance with the laws of the state of Colorado. I agree that in the event that any clause or provision of this Release From Responsibility, Assumption of Risk, and Waiver 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 From Responsibility, Assumption of Risk, and Waiver, which shall continue to be enforceable.

I have had sufficient time to review and seek explanation of the provisions contained above, have carefully read them, understand them fully, and agree to be bound by them. After careful deliberation, I voluntarily give my consent and agree to this Release From Responsibility, Assumption of Risk, and Waiver.

I HAVE READ, UNDERSTOOD, AND AGREED TO THE ABOVE TERMS ON THIS ___ DAY OF _____, 20__.

Signature of Volunteer whose printed name appears above.

Signature

If participant is under the age of 18, his or her parent or legal guardian must also sign:

I, (printed name) _____, am the parent or legal guardian of the volunteer who has signed above. I have read and I understand the provisions of this document, and acting on behalf of the volunteer, I consent to the volunteer taking part in the activities described above, and I fully enter into and agree to the above Release From Responsibility, Assumption of Risk, and Waiver as authorized pursuant to C.R.S. section 13-22-107.

Signature of Parent or Legal Guardian

Date