WAIVER, RELEASE, COVENANT NOT TO SUE, AND INDEMNITY

THIS WAIVER, dated this ___ day of ____, 20___ is entered into between the _____Association ("Association") and _____, ("Volunteer").

Definitions:

A. "Volunteer" is the person whose signature appears at the end of this document and who desires to perform services in the community, associated with, and directed by the Association.

B. "Activities" include all activities involved with_____ _____ .

Recitals:

In consideration for the approval of Volunteer's involvement with the community, the undersigned, jointly and severally, makes the following statements, agreements, commitments, waivers, releases, covenants, indemnities, and representations:

1. Representations.

Volunteer represents and warrants he/she is fully aware of the Activities and Volunteer is fully able to understand and evaluate the risks of the Activities and Volunteer is physically able to engage in such Activities.

2. Waiver, Release, Discharge, Covenant Not to Su,e and Indemnity.

The undersigned hereby waives all claims of liability that Volunteer or Volunteer's legal representatives, successors, assigns, agents, contractors, licensees, invitees, tenants, guests, or members of Volunteer's family, may have against the Association arising from the Activities, and Volunteer hereby agrees to indemnify and hold harmless the Association, its agents, employees, legal representatives, and their successors and assigns from and against any and all claims, liabilities, losses, demands, and court costs (including reasonable attorney fees) arising from any property damage or any personal injury to, or death to, any persons, including but not limited to the Volunteer and/or the Volunteer's spouse, child or children, as a result of Volunteer,

or Volunteer's successors, assigns, agents, contractors, licensees, invitees, tenants, guests, or members of Volunteer's family, participating in any manner whatsoever in the Activities.

Volunteer shall promptly pay to the Association, its successors and/or assigns, the full amount of any such costs, loss or damage which the Association, its successors and/or assigns may sustain or incur, or for which the Association, its successors or assigns may become liable.

3. Assumption of Risk.

The undersigned, on behalf of him/herself, his/her personal representatives, heirs, successors, assigns, and children, hereby assume all risks of participation in the Activities by Volunteer, whether such risks are caused by negligence of the Association or any person or otherwise.

4. Emergency Medical Care.

Although the undersigned acknowledges there is no obligation of any person to provide medical care during or after the Activities, in the event emergency medical care is rendered to the undersigned, he/she hereby consents to such care.

Each of the undersigned has read and fully understands the statements made above and voluntarily signs this Waiver, Release, Covenant Not to Sue, and Indemnity and agrees that no oral representations, warrants, statements, or agreements, apart from this Instrument, have been made to them. This Instrument is intended to be as broad and inclusive as is permitted by the laws of the State of Colorado. If any portion is held invalid, it is agreed the laws of the State of Colorado shall govern.

_____ Date: _____ Age: _____
Volunteer

_____ Date: _____ Age: _____
Parent of Volunteer
(If Volunteer is under the age of 18 years)