

VOLUNTEER ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION

I wish to volunteer my time and services at the Arvada Community Garden for the Arvada Gardeners, a Colorado nonprofit corporation. I understand that my volunteer activities may involve inherent risks of property loss or damage, injury, and death, and that I may be exposed to hazards, including but not limited to: inclement weather (e.g., lightning, extreme temperatures); uneven terrain, poisonous or other dangerous insects or plants; wild or uncontrolled animals; vehicular traffic, and other inherent risks that come with gardening and manual labor. I understand that a full list of all risks associated with the activities at the Arvada Community Garden is not possible. **To the fullest extent allowed by law, the undersigned assume(s) all such risks.**

In consideration of my participation in activities at the Arvada Community Garden facilities or property, the undersigned, for myself, my heirs, personal representatives, and administrators, hereby, to the fullest extent allowed by law, **release, waive, discharge, agree to defend, indemnify and hold harmless** the Arvada Gardeners and the City of Arvada and their respective elected officials, employees, agents and assigns, from and against any and all claims, damages, losses, injuries and expenses, including costs and attorneys' fees, arising out of or attributable to use of the Arvada Community Garden facilities and properties, or participation in activities on the property.

I hereby understand that I am a volunteer for all purposes hereunder. As such, I am not covered by any workers' compensation insurance or any other insurance maintained by Arvada Gardeners or the City of Arvada except as would apply to members of the general public.

I expressly agree that this Volunteer assumption of risk, release of liability, and indemnification is intended to be as broad and inclusive as permitted by law. If any portion of this document is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Nothing contained herein shall be construed to limit any protections, immunities, or limits on liability provided the City of Arvada under the State's constitution or statutes, including, without limitation, the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, Colorado Revised Statutes, and the Owners of Recreational Areas Liability Act, §33-41-101, *et seq.*, Colorado Revised Statutes.

Volunteer's Signature

Date _____

Printed Name of Volunteer

Address of Participant (street address, city, state, zip)