

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

PROJECT INFORMATION

Project Description: _____

Project Date(s): _____

Group: _____

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.
2. As consideration for being permitted to participate in these activities and use CUSP tools and facilities, I hereby agree that I, my assignees, my heirs, distributees, guardians, and legal representatives will not make a claim against, sue, or attach the property of CUSP its legal representatives, successors and assigns, or the suppliers of any of the tools or equipment that I will use in these activities, for injury or damage resulting from my negligence, intentional or unintentional, during the commission of my efforts for CUSP.
3. I hereby release CUSP and its legal representatives, successors and assignees from all actions,

claims, and demands that I, my assignees, my heirs, distributes, guardians and legal representatives now have or may hereafter have for injury or damage resulting from my participation in CUSP activities.

4. I hereby release and forever discharge CUSP and its legal representatives, successors and assignees 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 and interpreted in accordance with the laws of the State of Colorado. 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 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 AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY AND DEATH, AND VERIFY THIS STATEMENT BY SIGNING THIS DOCUMENT.**
8. If there is any violation of this agreement and CUSP is sued, or a claim is made against CUSP, I agree to indemnify CUSP and the others named in paragraph 3 and hold them harmless from any and all 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, its 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)

() **EXAMPLE ONLY - PLEASE EDIT TO YOUR**
(Phone Number) **SPECIFIC NEEDS. CUSP MAKES NO CLAIM THAT THIS RELEASE WILL COVER YOU IN THE EVENT OF LEGAL ACTION BY A VOLUNTEER. TO REDUCE YOUR RISK, CONSULT YOUR LAYWER**