



Volunteer activities release – San Miguel Authority for Regional Transportation (SMART)

I. Release of Liability Agreement: Participant must read carefully before signing

In consideration for being permitted to performing the below-described volunteer activities for the San Miguel Authority for Regional Transportation (SMART) I acknowledge, represent, and agree as follows:

- A. I understand that said activities are or may be dangerous and do or may involve risks of injury, loss, or damage. I further acknowledge that such risks may include but not be limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage. I acknowledge that such risks may arise from a variety of foreseeable and unforeseeable circumstances connected with the use of the activities, including but not limited to the following risks: Activities to be performed: operation of SMART owned vehicles on a volunteer basis, in support of services that are funded and organized by SMART.

_____ (Participant initials here)

_____ (If Participant is under 18 years old, Parent initial here)

- B. By signing this **Release Agreement**, I hereby expressly assume all such risks of injury, loss, or damage to me or to any third party arising out of or in any way related to the above-described activities, whether or not caused by the act, omission, negligence, or other fault of SMART, its officers, its employees, or by any other cause.

_____ (Participant initials here)

_____ (If Participant is under 18 years old, Parent initial here)

- C. By signing this **Release Agreement**, I further hereby waive, and exempt, release, and discharge SMART, its officers, and its employees from any and all claims, demands, and actions

for such injury, loss, or damage, arising out of or in any way related to the above-described activities, whether or not caused by the act, omission, negligence, or other fault of the City/Town, its officers, its employees, or by any other cause, excepting only the willful and wanton conduct of SMART's officers or employees.

_____ (Participant initials here)
_____ (If Participant is under 18 years old, Parent initial here)

- D. By signing this **Release Agreement**, I hereby acknowledge and agree that said **Agreement** extends to all acts, omissions, negligence, or other fault of SMART, its officers, and/or its employees, and that said **Agreement** is intended to be as broad and inclusive as is permitted by the laws of the State of Colorado. If any portion hereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.

_____ (Participant initials here)
_____ (If Participant is under 18 years old, Parent initial here)

- E. I understand and acknowledge that SMART, its officers, and its employees are relying on, and do not waive or intend to waive by any provision of this **Release Agreement**, the monetary limitations (presently \$387,000 per person and \$1,093,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq., as amended, or otherwise available to the City/Town, its officers, or its employees.

_____ (Participant initials here)
_____ (If Participant is under 18 years old, Parent initial here)

- F. I understand and agree that this **Release Agreement** shall be governed by the laws of the State of Colorado, and that jurisdiction and venue for any suit or cause of action under this Agreement shall lie in the courts of San Miguel County, Colorado.

_____ (Participant initials here)
_____ (If Participant is under 18 years old, Parent initial here)

- G. This **Release Agreement** shall be effective as of the date set forth below and shall be binding upon me, my successors, representatives, heirs, executors, assigns, and transferees.

_____ (Participant initials here)
_____ (If Participant is under 18 years old, Parent initial here)

Volunteer activities release – San Miguel Authority for Regional Transportation (SMART)

II. Participant signature and date:

Participant - Print Name: _____

Participant's Signature: _____

Date of Signature: _____

III. If participant is under 18 years old, parent signature and date:

By initialing above and signing below, I acknowledge that I am the parent of the above-named Participant as the term "parent" is defined in C.R.S. Section 13-22-107(2)(b), and I hereby waive and release any prospective claim of the Participant against the City/Town, its officers, and its employees for negligence, to the extent provided in C.R.S. Section 13-22-107(3), in connection with the above- described activities.

Parent - Print Name: _____

Parent's Signature: _____

Date of Signature: _____

Document prepared February 28th, 2022