

Participant Waiver, Release, and Indemnification

THIS IS A RELEASE OF LIABILITY. PLEASE READ IT CAREFULLY BEFORE SIGNING

As part of my being allowed to participate in the **COACH PITCH 1ST AND 2ND PROGRAM**, the undersigned hereby voluntarily enters into this waiver, release, and indemnification.

I realize activities during this event are or may be dangerous and do or may involve risks of injury, loss or damage, including but not limited to risks of bodily injury, personal injury, sickness, disease, death, and property loss or damage, and I recognize the activities during the event will involve strenuous physical activity, risks of slipping/falling, and other possible injuries. I am aware of these risks and further acknowledge that these and other risks may arise from a variety of foreseeable and unforeseeable circumstances connected with these activities. By signing this agreement, I hereby voluntarily assume all such risks of injury, loss, or damage to me or to any third party in any way arising out of or related to my participation in the above-described activities, whether or not caused by the act, omission, negligence or other faults of the Town of De Beque, its officers or its employees, or by any other cause, excepting only those arising solely from willful and wanton conduct of the Town of De Beque officers or employees.

By signing this agreement, I further hereby waive, and exempt, release and discharge the City/Town, its officers, employees, and insurers, from any and all claims, demands and actions for any injury, loss, or damage arising out of or related to the above-described activities, whether or not caused by the act, omission, negligence or other faults of the Town of De Beque, its officers or its employees, or by any other cause, excepting only those arising solely from willful and wanton conduct of the City/Town's officers or employees.

For and on behalf of myself, my successors, representatives, heirs, executors, assigns and transferees, I hereby further agree to defend, indemnify and hold harmless the Town of De Beque, its officers, employees, and insurers, from and against any and all liabilities, claims, and demands, including any third party claim, asserted against the Town of De Beque, its officers, employees or insurers, on account of any injury, loss or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any way related to the above-described activities, if caused by my own willful and wanton or intentional misconduct.

I authorize the City/Town of De Beque to obtain medical attention for me (and my child if a participant under 18) in case of emergency if unable to reach the physician stated below, and I hereby release the City/Town of De Beque, its officers, employees, and insurers, from any and all liabilities, damages, actions or causes of action arising from the procurement of such medical attention for me (or my child).

I agree to follow the instructions of the Town of De Beque/Town staff while participating in these activities.

By signing this agreement, I hereby acknowledge and agree that this agreement extends to all actions, omissions, negligence, or other fault of the Town of De Beque, its officer 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 of this agreement shall continue in full force and effect. I further understand that nothing herein is intended to or shall constitute any waiver of the monetary limitations or other rights,

immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., or otherwise available to the Town of De Beque, its officers or its employees.

I hereby acknowledge and agree that I have read, understood, and voluntarily agreed to the foregoing waiver, release, and indemnification agreement and that this agreement shall be binding on me, my successors, representatives, heirs, executors, assigns, and transferees.

Participant's Name: _____

Date: _____

Address: _____ City/Town: _____ Zip: _____

Phone: _____ Email: _____

\$35.00 1st Child/\$25.00 2nd Child (Circle one). Check # _____ Amount: _____

SHIRT SIZE: _____

PLEASE MAKE CHECKS PAYABLE TO THE TOWN OF DE BEQUE

PARENT SIGNATURE AND DATE FOR PARTICIPANTS UNDER 18 YEARS OLD

By 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, in addition to execution of the foregoing on behalf of the participant, I hereby waive and release any prospective claim of the participant against the Town of De Beque, its officer and its employees for negligence, to the extent provided by C.R.S. Section 13-22-107(3), in collection with the above-described activities.

Parent's Name: _____

Parent's Signature: _____

Date of Signature: _____

Emergency Contact Name: _____ Phone: _____

Name of Physician: _____ Phone: _____

I do **not** wish to be placed on an e-mail or mailing list for future programs: _____ (check here)

I do **not** give permission for media coverage of myself and/or my minor child/ward to be disseminated for public relations purposes: _____ (check here)