RELEASE, WAIVER AND ASSUMPTION OF THE RISK FOR EVENT PARTICIPATION

This legally binding release, waiver and assumption of risk for event participation ("Participant Waiver") is made by me, __________________________, to the High Line Canal Conservancy (collectively, the "Conservancy") and Denver Water its employees, agents, volunteers and/or assigns in consideration for my intended participation in ____________________________ (the "Event") on ____________________, 20__.

I hereby agree as follows:

1. I agree that the Conservancy may use images of me from the Event in printed, published, or electronically distributed materials of the Conservancy or of Partner Organizations.

2. I acknowledge and understand that as part of my participation in the Event there are dangers, hazards and inherent risks to which I may be exposed, including the risk of serious physical injury, temporary or permanent disability, and death, as well as economic and property loss. The dangers, hazards and risks may arise from my own actions, inactions, or negligence as well as from the actions, inactions or negligence of others, or the condition of the premises. I understand that there are dangers associated with participation in an event that takes place in an urban setting. I also acknowledge and understand that there may be other dangers, hazards or risks not presently known or reasonably foreseeable.

3. In consideration of the right to participate in the Event, I agree to assume all dangers, hazards and risks arising from my participation in the Event. This Participant Waiver is binding on my heirs and assigns.

4. To the extent that I engage in activities that are not a part of the Event on the same date(s) of the Event and from which I may sustain personal injury or other damage to myself or property, or cause others to be injured or sustain other damage, including damage to their property, I understand that the Conservancy will not be held responsible.

5. I agree that in connection with my participation in the Event to adhere to all of the policies and procedures of the Conservancy and Denver Water and all applicable laws, rules, regulations, and ordinances. If I fail to adhere to the above-stated policies, procedures, laws, rules, regulations, and/or ordinances during or in connection with the Event, I may be dismissed from the Event without refund and I will be responsible for any injuries and/or damages that may result.

6. In the event of an accident or serious illness during or in connection with the Event, I hereby authorize the Conservancy to obtain medical treatment for me and on my behalf. I hereby hold harmless and agree to indemnify the Conservancy and Denver Water from any claims, causes of action, damages and/or liabilities, arising out of or resulting from said medical treatment.

7. The Conservancy receives requests from governmental agencies, associations, and groups ("Partner Organizations") requesting the names and mailing addresses of Conservancy volunteers who may be interested in similar volunteer opportunities. By signing below, I authorize the Conservancy to share my name and contact information with Partner Organizations for other volunteer opportunities, unless the Host indicates by initialing here that I wish to opt out: ______

8. I hereby release, indemnify and hold harmless the Conservancy and Denver Water from and against any and all liability, actions, debts, claims and demands of every kind whatsoever, specifically including, but not limited to, any claim for negligence or negligent acts or omissions and any present
or future claim, loss or liability for illness or injury to person or property that I may suffer, or for which I may be liable to any other person, that may or does arise out of my participation in the Event.

9. I agree that I am solely responsible for any parking tickets, traffic violations, or car towing costs/fees that I incur because of my participation in, or travel to/from, the Event. I will not seek reimbursement for any of these costs/fees from the Conservancy.

10. I agree that any disputes between me and the Conservancy arising out of my participation in the Event shall be resolved by arbitration or mediation. The prevailing party in any dispute shall be entitled to recover attorney fees and costs.

11. Any and all exhibits and addenda attached hereto are hereby incorporated by reference and made a part hereof.

12. Visitor will not interfere with Denver Water operations.

13. Visitor must comply with all safety and security requirements of Denver Water.

14. Visitor will remove any materials Visitor brings to the Denver Water property. Visitor will leave the Denver Water property in the same condition in which it was found.

15. Denver Water does not guarantee Visitor’s safety on the Denver Water property. Visitor understands there may be inherent safety risks on the property. Visitor will immediately report any dangerous and/or hazardous conditions that are discovered on the property to the Denver Water representative named above.

16. Visitor will use all reasonable means to prevent any loss or damage to the Denver Water property and to others. Any repair or replacement of Denver Water property or facilities made necessary by Visitor’s use or misuse of the property, which shall be determined in the sole discretion of Denver Water, shall be made by Denver Water at the sole expense of Visitor.

17. Visitor shall comply with all laws, ordinances, rules, regulations, and requirements of any governmental authority that apply to the Denver Water property and to Visitor’s use of the property.

18. Any liability of Denver Water is limited to the extent provided in the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as it may be amended from time to time.

19. Visitor agrees to indemnify, defend, and hold harmless Denver Water, its officers, employees, agents, and insurers from any and all liability, injury, loss, damage, demands, claims, actions, or causes of action brought now or in the future by any person, firm, corporation, or entity and from any expenses (including court costs and attorneys’ fees) incurred by Denver Water as a result of Visitor’s actions or omissions on the Denver Water property.

20. Photographs of the event and Visitor may be published by Denver Water and other media.

21. I acknowledge that prior to signing this Participant Waiver, I have had adequate opportunity to read it and any questions I had were directed to the Conservancy and Denver Water and have been answered to my satisfaction. I fully understand the contents of this Participant Waiver. I am aware that I am giving up substantial rights by signing this document, and I am signing it voluntarily. I have no obligation to participate in the Event or sign this Participant Waiver, but I desire to do so.

Printed Name of Participant: ______________________________________________  Date:____________________
Signature of Participant: __________________________________________  Email: _______________________
Parent/Guardian signature (for volunteers under the age of 18): __________________________________________
Mailing Address: ____________________________________________________________
CORONAVIRUS/COVID-19 ADDENDUM TO
RELEASE, WAIVER AND ASSUMPTION OF THE RISK FOR EVENT PARTICIPATION

The novel coronavirus ("COVID-19") has been designated as a global pandemic by the World Health Organization. There have been cases throughout the United States, including thousands of cases in Colorado. COVID-19 is contagious and can be spread through person-to-person contact. Federal, state, and local governments have issued recommendations to reduce the spread of COVID-19 such as staying at home, social distancing, not congregating in groups of people, and wearing facial coverings or masks. More information is available from the Centers for Disease Control and Prevention and the Colorado Department of Public Health & Environment.

The Conservancy has implemented the following procedures based on recommended guidance by federal, state, and local governments for slowing the transmission of COVID-19, however the Conservancy cannot guarantee that you will not be exposed to or contract COVID-19, and participating in an Event may increase your risk of contracting COVID-19:

1. Event participation size has been reduced to 10 people or fewer per day to help participants maintain a social distance of at least 6 feet from one another.

2. Registration is required for all Events.

3. A Participant may not participate in an Event if he or she (i) is experiencing symptoms of COVID-19, including but not limited to fever, cough, or shortness of breath, or (ii) has a suspected or confirmed case of COVID-19.

4. Participants are required to bring their own masks, water, and any other necessary items such as snacks to Events.

5. Event Participants are highly encouraged to bring their own gloves such as work or gardening gloves. However, the Conservancy will provide single use gloves when needed.

6. The Conservancy has launched a new stewardship program, Independent Cleanups, that allows individuals to steward the Canal on their own with resources provided by the Conservancy.

The Conservancy may revise its procedures at any time based on updated recommended guidance issued by federal, state, and local governments. Additional information regarding the Conservancy’s response to COVID-19 as well as links to other resources can be found at https://highlinecanal.org/2020/04/safe/.

By signing this Coronavirus/COVID-19 Addendum to Release, Waiver and Assumption of the Risk for Event Participation ("Addendum"), I agree to abide by the Conservancy’s procedures as set forth above, as they may change from time to time. I further acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participating in the Event and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of exposure to or infection by COVID-19 at the Event may result from the actions, omissions, or negligence of myself and others, including but not limited to the Conservancy.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any personal injury, illness, disability, and death that I may sustain in connection with my participation in the Event. I hereby release, indemnify and hold harmless the Conservancy from and against any and all liability, actions, debts, claims and demands of every kind whatsoever, specifically including, but not limited to, any claim for negligence or negligent acts or omissions and any present or future claim, loss or liability for illness or injury to person or property that I may suffer, or for which I may be liable to any other person, that may or does arise out of my participation in the Event. I understand and agree that this release includes any such claims based on the actions, omissions, or negligence of the Conservancy.

I acknowledge that prior to signing this Addendum, I have had adequate opportunity to read it and any questions I had were directed to the Conservancy and have been answered to my satisfaction. I fully understand the contents of this
Addendum. I am aware that I am giving up substantial rights by signing this document, and I am signing it voluntarily. I have no obligation to participate in the Event or sign this Addendum, but I desire to do so.

Printed Name of Participant: ________________________________________________   Date:_____________________
Signature of Participant: ____________________________________________________

Parent/Guardian signature (for volunteers under the age of 18): _________________________________