



HEADWATERS TRAILS ALLIANCE

TRAIL CONSTRUCTION AND MAINTENANCE AND EVENT RELEASE OF LIABILITY

PLEASE READ CAREFULLY BEFORE SIGNING.
THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

1. The undersigned, **being of at least 18 years old**, or that if he/she is younger than 18 years of age is accompanied by a parent or guardian, or who has been granted permission to participate in advance of participation, who has read and signed the following release (hereinafter referred to collectively as "I").
2. I warrant and represent that I am in good health and that there are no special problems associated with the care of myself or the child and no special instructions regarding myself or the child that have not been listed on the reverse of this page.
3. I acknowledge that trail construction and maintenance and event activities involve **INHERENT DANGER AND RISKS** of injury, nonetheless I **VOLUNTARILY** elect to participate in the Headwaters Trails Alliance (hereinafter HTA) trail construction and maintenance projects and or events. I understand the risks of the construction/event site(s) including but limited to those of natural and man-made terrain, changing weather conditions, environmental hazards, working in proximity to other workers or participants, working in proximity to tools, construction machinery and other motorized vehicles, and use of hand and power tools as well as seen and unforeseen hazards.
4. I hereby assume all risks which may be associated with and/or result from my involvement in HTA projects and or events and hereby release and indemnify HTA, its officers, staff, agents, employees and subsidiaries, affiliates, sponsors, and suppliers to the program(s) (hereinafter collectively referred to as ("Releases")) of and from any liability, claims, demands including attorney fees), actions, and causes of action both seen and unforeseen whatsoever arising out of or related to any loss, damage or injury, including death, both seen and unforeseen, which may be sustained by me while participating in trail construction or maintenance, or event including, but not limited to, those injuries and damages caused by negligence and/or breach of warranty, express or implied both foreseen and unforeseen, on the part of the Releases arising from any activity associated with the HTA or in any way related thereto
5. By execution of this release, the Releases shall be indemnified for any injury to other person(s) or property which I may cause as a result in participating in HTA activities or programs.
6. I authorize HTA personnel to call for medical care for me or to transport me to a medical facility or hospital, if medical attention is needed for me. I agree to pay all costs associated with such medical care and related transportation for me and shall indemnify and hold harmless the Releases of and from any costs incurred therein, as provided in the preceding paragraphs. I understand that furnishing of medical care is neither an admission nor an assumption of liability by HTA or other Releases, as defined above.
7. I **CONTRACTUALLY AGREE** that any and **ALL DISPUTES** between myself and HTA **INCLUDING** any claims for personal injury and/or death, will be **GOVERNED BY THE LAWS OF THE STATE OF COLORADO** and **EXCLUSIVE JURISDICTION** thereof will be in the state court residing in Grand County, Colorado or in the federal courts of the State of Colorado.
8. This release shall be binding upon my assignees, subrogors, distributees, heirs, next-of-kin, executors and administrators and/or his/her signee and may be pled by the Releases as a complete bar and defense against any claim, demand, action or cause of action, both seen and unforeseen, by or on behalf of the undersigned. **IN THE EVENT THAT ANY SECTION OF THIS RELEASE IS FOUND TO BE UNENFORCEABLE, THE REMAINING TERMS SHALL BE FULLY ENFORCEABLE. THIS RELEASE SHALL BE BINDING TO THE FULLEST EXTENT PERMITTED BY LAW.**
9. I understand that the materials and tools and equipment provided by HTA are and remain the property of HTAs, and I agree to return these tools and any remaining materials to HTA at the end of my volunteer services or events.
10. I acknowledge that HTA has a zero tolerance drug and alcohol policy. I understand that absolutely no drugs or alcohol are allowed during any trail maintenance, training or working activities. I understand that alcohol may be provided for HTA events, gatherings and the commencement of trail projects, but will not allowed during any maintenance, training or working activity. Anyone involved in any trail maintenance or volunteer activity for HTA is not allowed to take part in such activity under the influence of any drug or alcohol.

I/WE HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY, AND SIGN IT OF MY OWN FREE WILL.

*If volunteer is under 18 years of age, parent or guardian must read and sign the following:
This release, its significance, and assumption of risk have been explained to and are understood by the minor.

Volunteer Service Agreement—Natural & Cultural Resources

Volunteer Sign-up Form for Groups

All volunteers that participate with an organized group on an episodic volunteer project on a unit of a public lands agency must be signed up on this form. By signing this form you agree to the terms of the project as defined in the attached Volunteer Service Agreement and affirmed by the organization and federal agency representatives. Volunteers under age 18 must complete a Volunteer Service Agreement—Natural & Cultural Resources and must be signed by the parent or guardian. Please indicate your willingness (yes) or unwillingness (no) for the Agency to use your photographic, video or audio images in performance of volunteer duties.

Burden Statement: According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0080. The time required to complete this information collection is estimated to average 1.9 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Project Title: **HTA Volunteer Projects/Trail Ambassadors**

Group Name: **USFS, HTA Volunteers**

Agency: **Headwaters Trails Alliance**

Group Contact Name (First, Last): **Sean Burke**

Agency Contact Name (First, Last): **Sean Burke**

Telephone: **970-726-1013**

Agency Telephone Number: **970-726-1013**

Email: **sean@headwatersalliance.org**

Agency Email Address: **sean@headwatersalliance.org**

#	Volunteer Name (First, Last)	Signature	Telephone Number	Email Address	Photo Release	
					Yes	No
					<input type="checkbox"/>	<input type="checkbox"/>
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					<input type="checkbox"/>	<input type="checkbox"/>
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