



Wildlands Restoration Volunteers
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2022 Annual Volunteer Waiver and Release Agreement

Volunteer Name: _____

Pronouns: _____ Birth Date: _____

Address: _____

Phone: _____ E-mail: _____

€ Check box if Volunteer is under 18.

IF YOU ARE UNDER EIGHTEEN (18) YEARS OF AGE, YOUR PARENT OR LEGAL GUARDIAN MUST ALSO READ AND SIGN THIS VOLUNTEER WAIVER AND RELEASE FORM. PLEASE INITIAL WHERE NOTED ON ALL PAGES.

PARENT/GUARDIAN RELEASE (for participants under 18 years of age)

I certify that I am the parent or legal guardian of the above-named volunteer participant and that I have read this Volunteer Waiver and Release Agreement and hereby execute this this document on behalf of the above-named minor and on my own behalf. I hereby relinquish any claim that I might have against Wildlands Restoration Volunteers, its employees, agents, contractors, directors and the predecessors, successors, assigns, affiliates, subsidiaries and parents of each, both on my own behalf and in my capacity as legal representative of the minor.

Parent/Guardian Name (Please Print): _____

Parent/Guardian Signature: _____ Date: _____

Residence Address: _____

Phone: _____ E-mail (optional): _____

Emergency Contact

Name: _____

Relationship to Volunteer: _____ Phone: _____

VOLUNTEERS MUST COMPLETE THE WAIVER AND RELEASE FORM ANNUALLY.

WILDLANDS RESTORATION VOLUNTEERS (WRV) is a nonprofit organization with a mission to foster a community spirit of shared responsibility for the stewardship and restoration of public, protected, and ecologically significant lands across Colorado and beyond. WRV furthers its charitable mission through volunteers who make very significant contributions to the restoration of wild places. In turn, WRV is committed to providing opportunities for our volunteers to acquire technical skills, develop leadership skills, spend time in inspiring places, enjoy delicious and nourishing food, engage in meaningful work, make connections with others, and have fun! We are pleased to welcome you to the WRV community.

In connection with your volunteer participation, there are certain terms and conditions with which you are expected to comply. This Volunteer Waiver and Release Agreement sets forth the applicable expectations, rules, regulations, and terms of your participation.

VOLUNTARY PARTICIPATION. I am voluntarily participating as a WRV Volunteer engaged in various forms of land restoration activities and all related activities incidental to such participation (“Volunteer Activities”). As such, I understand that I am not an agent or employee of WRV for any purpose and am not entitled to receive compensation or any other employment-related benefits such as worker’s compensation. During the entire term of my volunteer participation, I shall be solely responsible for my own medical, disability, hazard and liability insurance coverage. _____ (initial)

PARTNERS. WRV Volunteer Activities involve various partner organizations and landowners (“Partners”). This Agreement extends to WRV’s Partners (listed in Attachment 1).

TYPES OF ACTIVITIES. WRV Volunteer Activities range from evening native seed collections, full-day events involving sawyers running chainsaws, overnight trail-building events, multi-day alpine habitat restoration, youth-centered activities, and much more. Each Volunteer Activity involves a unique set of potential hazards described below.

Prior to registering for a WRV Volunteer Activity, I agree to familiarize myself with the likely risks and hazards of that Volunteer Activity and carefully evaluate my ability to safely participate given those challenges. I am aware that WRV provides “ratings” for most Volunteer Activities to assist volunteers in identifying appropriate Volunteer Activities. Ratings contain general information on difficulty, travel distances and other details. I assume full responsibility for selecting projects/programs based upon this or other information, and my mental, physical and emotional preparedness to participate. _____ (initial)

HAZARDS AND RISKS. I understand that WRV Volunteer Activities involve various land restoration, and associated, activities in sometimes remote outdoor settings, and that there are many potential risks involved in these Volunteer Activities.

I understand that there is an inherent risk of personal injury and even death associated with my participation in WRV Volunteer Activities. I recognize that each Volunteer Activity involves a unique set of potential hazards to which I may be exposed, including, but not limited to: riding in vehicles over unimproved and uneven roads; exposure to remote outdoor environments; extreme weather/climate conditions; sites that may be wet, slippery, steep and/or uneven; tasks requiring significant physical exertion; malfunctioning or misused tools and equipment; encounters with insects and wildlife; working closely with other volunteers; lack of access to medical facilities or personnel; use of outdoor cooking and camping equipment; mental, physical and emotional health and participation risks; other natural and man-made hazards, and more.

SUPERVISION. I understand that I will be asked to perform the activities and duties assigned to me under the supervision of a designated WRV employee, volunteer leader or Partner. I agree to pay close attention to all the directions given to me. I understand that if I present a safety concern or medical risk, am disruptive, or otherwise

conduct myself in a detrimental manner, that I may be dismissed from volunteer service at any time. If I am dismissed or depart from a Volunteer Activity for any reason, I agree to be responsible for all costs of early departure, including medical evacuation, or treatment. _____ (initial)

USE OF WRV TOOLS AND EQUIPMENT. During my participation in WRV Volunteer Activities, I will have access to WRV-owned tools and equipment. I understand that any such tools and equipment are to be used solely for activities directly related to the Volunteer Activity. I agree that I will pay close attention to the instructions for their proper use and operation, as well as the risks associated with the use of any equipment or tools, and that I will operate such tools properly and safely. If I am not comfortable with the tools and equipment, I agree to notify a WRV representative to ask for help or will decline to use them. _____ (initial)

HEALTH / MEDICAL ISSUES. I assert that I am in good health and am not aware of any physical or mental condition that might endanger me or others during my participation in Volunteer Activities. I agree to bring appropriate first aid supplies and medications I may need, including those to counteract potentially serious allergic reaction (for example, anaphylaxis resulting from allergy to bee stings), and to notify WRV of any special medications I may need. I authorize WRV and Partners, representatives and/or associated medical personnel to obtain or provide medical care for me, to transport me to a medical facility and to provide treatment they consider necessary for my health; I assert that I have adequate medical insurance and agree to pay all associated costs.

I agree to take appropriate steps to ensure my personal health and endurance during the Volunteer Activities, including rest, food, water, and carrying any needed medications. I acknowledge that WRV makes no warranty or representation, expressed or implied, regarding the conditions that may be encountered during my participation in the Volunteer Activities. _____ (initial)

TRANSPORTATION. If I use my own vehicle to transport myself and others to locations where Volunteer Activities will take place, I agree to possess a valid driver's license and to use only a duly registered and insured vehicle. Any accident that occurs while I am driving my own vehicle is my sole liability. Prior to driving a WRV-owned or hired vehicle, I agree to possess a valid driver's license and to release a copy of my Department of Motor Vehicles record to WRV. _____ (initial)

PHOTO RELEASE. I authorize WRV and Partners to use my likeness in photograph(s) or video, written or spoken statements in any and all of its publications and in any and all other media, including public website publication and social media channels, whether now known or hereafter existing, controlled by WRV or its Partners in perpetuity. _____ (initial)

ASSUMPTION OF RISK / AGREEMENT TO RELEASE. I agree that I am voluntarily participating in the Volunteer Activities with knowledge of the dangers involved and hereby assume sole responsibility for all such risks and hazards.

I agree not to hold WRV or its Partners liable or responsible for my injury or death, or for any damage to any of my property in connection with any and all costs, damages, losses, claims, causes of action, and liabilities (herein "Losses") which I may suffer in connection with my participation in the Volunteer Activities described herein, including any travel before, during, or after the activities. This assumption of risk includes Losses caused by the ordinary negligence (whether active or passive) of WRV and Partners, but excludes Losses caused by gross negligence or more culpable conduct of WRV and Partners.

I understand and agree that I am releasing WRV and Partners, and their predecessors, successors, assigns, affiliates, subsidiaries and parent companies from the consequences of their negligence, even if that negligence causes personal injury, death or property damage.

I understand that this document disqualifies me from recovering damages against WRV should I be injured in the course of my voluntary participation in Volunteer Activities. I shall defend and hold harmless WRV, its board, employees, agents, Partners, and other volunteers from and against all claims, accusations, notices, judgments, rulings, liabilities, or expenses that may exist as a result of my participation.

This agreement is legally enforceable and is intended to be as broad and inclusive as permitted by the laws of Colorado in the United States of America. Any portion of this Document deemed unlawful or unenforceable shall not affect the remaining provisions. I will attempt to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable Colorado mediator. _____ (initial)

I acknowledge that I have read, understood, and voluntarily agreed to this Waiver and Release Agreement which covers my participation in all WRV Volunteer Activities in the current calendar year.

Volunteer Signature

Date

Attachment 1: WRV 2022 Partners

The National Audubon Society, Barr Lake State Park, Ben Delatour Scout Ranch, Big Thompson Watershed Coalition, Black to Nature, Boulder County Parks & Open Space, Boulder Preparatory High School, Cache La Poudre Elementary, Cal-Wood, Cimarron and Comanche National Grasslands, City and County of Broomfield, City of Boulder Open Space & Mountain Parks, City of Commerce, City of Fort Collins, City of Greeley, City of Lafayette, City of Longmont, City of Loveland, Coalition for the Poudre River Watershed, Colorado Fourteeners Initiative, Colorado Native Plant Society, Colorado Natural Heritage Program, Colorado Parks and Wildlife, Colorado State Forest Service, Colorado State University, Colorado Water Conservation Board, Dawson School, Denver Mountain Parks, Desert Mountain Medicine, Ducks Unlimited, Eldorado Canyon State Park, Environmental Learning Center, Fairway Estates HOA, Fourmile Watershed Coalition, Friends of the Dillon Ranger District, Front Range Community College, Golden Hoof Farm, Grandview High School, High Line Canal Conservancy, High Plains Environmental Center, Jefferson County, Left Hand Watershed Center, Lone Hawk Farm, Longmont Youth Center, Lory State Park, McCauley Family Farm, Mile High Youth Corps, Mosquito Range Heritage Initiative, National Fish and Wildfire Foundation, National Forest Foundation, National Resource Conservation Services, Odell Brewing, Ollin Farms, People and Pollinators Action Network, Private landowners, REI, Robert's Ranch, Rocky Mountain National Park, Rocky Mountain Youth Corps, SkyPilot Farm, Southern Rockies Seed Network, St. Vrain State Park, The Ember Alliance, The Nature Conservancy, Thorne Nature Experience, Town of Lyons, University of Colorado, Upper Gunnison River Water Conservancy District, US Bureau of Land Management, US Fish and Wildlife Service, US Forest Service, Volunteers for Outdoor Colorado, Wild Ones