

HARRIS PARK METROPOLITAN DISTRICT (HPMD)

ANNUAL ADULT VOLUNTEER AGREEMENT, RELEASE OF CLAIMS, INDEMNITY AGREEMENT, AND COVENANT NOT TO SUE

The undersigned, **not being an employee of the Harris Park Metropolitan District ("HPMD")**, and desiring to volunteer his/her time to assist with the conduct of a HPMD program or project, states and agrees as follows:

1. I am aware that providing assistance in connection with a HPMD program or project may involve activities which, though not inherently dangerous, may subject me to risk of death, personal injury, exposure to illness, or damage to my property, and that I would not be eligible for Worker's Compensation coverage for my medical expenses, lost income, and other losses related to such risks. I freely, voluntarily, and with such knowledge assume the risk or risks associated with such activities.
2. I exempt and release the HPMD, its public officials and employees, and each of them from any and all liability, claims, demands or actions or causes of action whatsoever arising out of any damage, loss, or injury to me or my property incurred in connection with my participation in a HPMD program or project, including such loss, damage or injury resulting from the negligence of the HPMD, its public officials, employees, volunteers, or from some other source.
3. I, for myself, my heirs, personal representatives, executors, administrators and assigns, agree to defend, indemnify and covenant not to sue the HPMD, its public officials, employees, and sureties, and each of them, against any and all manner of actions, causes of action, suits, debts, claims, demands, damages or liability of every kind and nature incurred or arising by reason of any actual or claimed negligent or wrongful act or omission by me while participating in any HPMD program or project.
4. I have a valid Colorado driver's license and carry liability insurance on each vehicle I may use in connection with my participation in any HPMD program or project.
5. I will take care to avoid damage to all HPMD property and will promptly return any and all such property in my possession at the end of the HPMD program or project.
6. I acknowledge that I have not been promised and do not expect any compensation for any volunteer services nor will I receive compensation for services rendered other than the possible reimbursement for certain pre-authorized expenses I incur.
7. I acknowledge that while not mandatory, I may be provided a schedule of planned tasks for the project or program. Such a schedule does not create an obligation to report nor change my status as a volunteer. Further, agreeing to "shifts" or establishing mutually agreeable hours associated with the project or program does not create a mandatory time of performance.

8. I acknowledge that the services and/or assistance I provide under this agreement are for the exclusive benefit of the public and are not for the pecuniary or professional benefit of HPMD.

9. I understand that I am not required to volunteer or provide services to HPMD on an exclusive basis or for any defined term. Although, I anticipate assisting HPMD during the calendar year or for a specific project. I understand that this is not a binding agreement.

10. I am providing services as a volunteer entirely on my own free will and have not been coerced or pressured by HPMD, its agents or assigns, in any way to volunteer. Relatedly, I am not providing any services to HPMD as an employee or an independent contractor, but rather as a volunteer only.

11. This agreement is valid from January 1st through December 31st of each calendar year, as indicated below, and is applicable to all volunteer activities/projects for HPMD which occur during that calendar year. A new agreement must be signed and returned to HPMD for any subsequent years prior to participation in any volunteer activity for HPMD.

12. I HEREBY REPRESENT THAT I HAVE CAREFULLY READ AND UNDERSTAND THE CONTENTS OF THIS DOCUMENT AND SIGN THE SAME WITH FULL KNOWLEDGE AND UNDERSTANDING OF MY OWN FREE WILL.

CAUTION: READ THIS DOCUMENT IN FULL BEFORE SIGNING.

Signature: _____ Date: _____

Printed name: _____ Phone: _____

Address: _____ Cell Phone: _____

Updated June 2023