

CITY OF LITTLETON

WAIVER AND RELEASE OF CLAIMS AND INDEMNITY AGREEMENT
LIMITED EVENT / VOLUNTEER / INTERN PROGRAMS

Position: \_\_\_\_\_

Specific Tasks Authorized to Perform: \_\_\_\_\_

NAME OF GROUP AND/OR ORGANIZATION (If applicable): \_\_\_\_\_

PARTICIPANT'S NAME: \_\_\_\_\_

PARTICIPANT'S ADDRESS: \_\_\_\_\_

I understand and agree that I am not an employee of the City of Littleton and will not represent myself as such.

I do hereby further understand and agree:

- 1. That as a volunteer / intern I will be performing the specific tasks referenced above. I am aware that there may be certain risks involved in providing volunteer / intern services for the City of Littleton, said risks may include injury or accident to person or property or other loss, and I freely, voluntarily, and with such knowledge assume any such risks while volunteer / interning my services.
2. That the City of Littleton and its employees, agents and assigns shall not be responsible or liable for any injury, damage, loss or expense, either to me or my property incurred while volunteering / interning my services and resulting from any act or omission on the part of any employee, agent, or assign of the City of Littleton, in accordance with the Colorado Governmental Immunity Act.
3. For myself, my heirs, executors, administrators, and assigns, to defend, indemnify, release, and hold harmless, the City of Littleton and all of its officials, employees, agents, and assigns from and against any manner of action, cause of action, suit, debt, claim, demand, or damages, liability or expenses, including attorney's fees, of every kind and nature incurred or arising by reason of any of my acts or omissions outside of the scope of my duties as a volunteer/intern, or my willful and wanton behavior, including, but not limited to, claims of sexual harassment, civil rights violations, or relating to alcohol or drug use.
4. That the City of Littleton reserves the right to terminate me from my volunteer / intern services, in its sole and exclusive discretion.
5. That in the event that I am selected to become a volunteer / intern for the City of Littleton, I agree to comply with all applicable laws, ordinances, rules, and regulations. I fully understand and agree to provide my services to the City of Littleton as a volunteer / intern in a voluntary capacity and that I will receive no compensation or benefits for services provided.
6. That I am NOT insured by Worker's Compensation Insurance. I understand and agree that I am covered by an Accident Medical Insurance Policy, only as a secondary or excess insurance policy that only insures me to the extent I am not otherwise insured by Medicaid, Medicare, or any group or individual insurance policies. I understand and agree that said secondary insurance provided by said Accident Medical Insurance Policy is subject to the limitations of coverage in that policy for claims reported within 30 days of the date an injury is incurred. I accept this secondary insurance policy as the limit of City liability while I am a volunteer / intern with the City of Littleton. I understand and agree that if I choose to transport program participants in any private vehicle, that I must maintain current automobile liability insurance coverage on said vehicle, in accordance with statutory requirements. The City will not provide any automobile liability insurance coverage for said purpose or said vehicle or be responsible for any liability or claim arising there from.
7. In the event of any emergency, I authorize the provision of medical treatment deemed necessary for my immediate care from any licensed hospital, physician, and/or medical personnel, and I agree that I will be responsible for payment of any and all such services rendered.

I hereby represent that I have carefully read and understand the contents of this document and sign the same of my own free will. This waiver and release shall supersede any previously executed waiver and release with respect to volunteer duties and tasks performed on or after the date of execution hereof.

Table with 3 rows: PARTICIPANT'S SIGNATURE and DATE; I, the undersigned, do certify that I am the parent of legal guardian of the above applicant, that I have read and understand the above WAIVER OF LIABILITY AND RELEASE OF CLAIMS AND INDEMNITY AGREEMENT; and that I consent and agree to the terms stated therein. In the event that an injury or accident occurs while the above referenced applicant is volunteering / interning, it shall be my sole responsibility to provide insurance coverage or guarantee of financial responsibility.; PARENT/GUARDIAN (IF VOLUNTEER / INTERN IS UNDER THE AGE OF 18): SIGNATURE and DATE.