

**TOWN OF TELLURIDE PARKS AND RECREATION DEPARTMENT
RECREATIONAL ACTIVITY RELEASE / INDEMNIFICATION FORM**

- **Participant (ages 7 and up) must read carefully before signing**
- **Participant (ages 7 and up) must initial each section and sign on bottom.**

In consideration for being permitted to participate in any Telluride Youth Sports Program, I hereby acknowledge, represent, and agree as follows:

A. I understand that the activities that I have registered to participate in are or may be dangerous and do or may involve risks of injury, loss or damage. I further acknowledge that such risks may include but not be limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage. I acknowledge that such risks may arise from a variety of foreseeable and unforeseeable circumstances connected with the use of the recreation facility or participation in the program. The risks include but not limited to the following: **joint injuries, head or facial injuries, lacerations, contusions, abrasions, and broken bones.**

_____ Participant (youth) initials here

B. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, I hereby expressly assume all such risks of injury, loss, or damage to me or to any third party arising out of or in any way related to the above-described activities, whether or not caused by the act, omission, negligence, or other fault of the Town, its officers, employees, or by any other cause.

_____ Participant (youth) initials here

C. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, I further hereby waive, and exempt, release, and discharge the Town, its officers and its employees from, any and all claims, demands, and actions for such injury, loss, or damage, arising out of or in any way related to the above-described activities, whether or not caused by the act, omission, negligence, or other fault of the Town, its officers, its employees, or by any other cause.

_____ Participant (youth) initials here

D. I further agree to defend, indemnify and hold harmless the Town, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, including any third party claim asserted against the Town, its officers, employees, insurers, or self-insurance pool, in account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any way related to the above-described activities, whether or not caused by my act, omission, negligence, or other fault, or by the act, omission, negligence, or other fault of the Town, its officers, its employees, or by any other cause.

_____ Participant (youth) initials here

E. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, I hereby acknowledge and agree that said **AGREEMENT** extends to all acts, omissions, negligence, or other fault of the Town, its officers, and/or its employees, and that said **AGREEMENT** is intended to be as broad and inclusive as is permitted by the laws of the State of Colorado. If any portion hereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.

_____ Participant (youth) initials here

F. I understand and acknowledge that the Town, its officers, and its employees are relying on, and do not waive or intend to waive by any provision of this **RELEASE AND INDEMNIFICATION AGREEMENT**, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101 *et seq.*, as amended, or otherwise available to the Town, its officers, or its employees.

_____ Participant (youth) initials here

G. I understand and agree that this **RELEASE AND INDEMNIFICATION AGREEMENT** shall be governed by the laws of the State of Colorado, and that jurisdiction and venue for any suit or cause of action under this Agreement shall lie in the courts of San Miguel County, Colorado.

_____ Participant (youth) initials here

H. This **RELEASE AND INDEMNIFICATION AGREEMENT** shall be effective as of the date set forth below and shall be binding upon me, my successors, representatives, heirs, executors, assigns, and transferees.

_____ Participant (youth) initials here

II. PARTICIPANT (YOUTH AGES 7 & UP) SIGNATURE AND DATE:

III. **Note: This waiver form must be signed by young athlete (not parent).**

Print Player's Name: _____ **Player's Signature:** _____

List Sport(s) _____ **Today's Date:** _____ **Player's Age:** _____