

**Waiver of Liability, Acknowledgment and Assumption of Risk, Release of Liability  
and Indemnification Agreement for Use of Colorado Recreation Facility  
(West Greeley Conservation District – Houston Gardens)**

1. I, the undersigned person, wish to access and use the West Greeley Conservation District Houston Gardens (hereinafter “Facility”) facilities, activities and programs either as a visitor, gardener, participant guest or volunteer/staff member.
2. I understand that although the Facility has taken precautions to provide for safe and hazard-free facilities, activities and programs, it is impossible for the Facility to guarantee absolute safety. Also, I understand that I share the responsibility for safety during all activities, and I assume that responsibility. I will make the Facility aware to the best of my ability of any questions or concerns regarding my understanding of safety standards, guidelines, procedures and my ability to safely utilize the facilities, activities and programs.
3. I understand that risks of outdoor facilities, activities and programs include but are not limited to loss or damage to personal property, injury, permanent disability, fatality, exposure to inclement weather, slipping, falling, insect or animal bites, being struck by falling objects, immersion in cold water, hypothermia (cold exposure), hyperthermia (heat exposure), and severe social or economic losses that may result from any such incident. I also understand that such accidents or illnesses may occur in remote areas without easy access to medical facilities or while traveling to and from the activity sites. Further, there may be other risks not known to me or not reasonably foreseeable at this time.
4. I agree that prior to participation, I will inspect, to the best of my ability, the facilities and equipment to be used. If I believe anything is unsafe, I will immediately advise the Facility staff present of such condition and refuse to participate.
5. I assume all the foregoing risks and accept personal responsibility for the damages due to such injury, permanent disability or death resulting from participating in any facility-related activity or equipment.
6. In consideration of being permitted to access and use the Facility, I, for myself and on behalf of my heirs, personal representatives and assigns, do hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the West Greeley Conservation District, and its Board of Supervisors, officers, employees, agents, and representatives, from any and all liability for any and all damages, losses or injuries to persons or property, which arise out of, occur during or result from my use of the Facility.
7. To the best of my knowledge, I am not aware of any physical disability or health-related reasons or problems that would preclude or restrict my use of the Facility. I am fully aware of the risks and hazards associated with participating in recreation and exercise activities, and I understand that certain, inherent risks cannot be eliminated regardless of the care taken to avoid injuries. I understand that specific risks vary depending on the level and nature of the activity, and can range from minor personal injuries such as scratches, bruises, and sprains, to major injuries such as eye injuries, back or joint injuries, and injuries resulting from falls, or catastrophic injuries resulting in paralysis or death. I understand that my use of the Facility is purely voluntary, and notwithstanding the risk of injury to my person or property, I elect to use the Facility, and I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE, AND PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me as a result of my use of the Facility and participation in Facility activities and programs.
8. I have sufficient health insurance coverage and/or financial resources to provide for and pay any medical expenses that may directly or indirectly result from my use of Facility and/or participation in Facility activities and programs. I understand that the West Greeley Conservation District does not take responsibility for the payment of any such medical expenses.
9. I agree to INDEMNIFY AND HOLD HARMLESS the West Greeley Conservation District, its Board of Supervisors, officers, employees, agents, and representatives from any and all claims, actions, costs, expenses, damages and liabilities, including attorney’s fees, that may be incurred as a result of my use of the Facility and/or participation in Facility activities and programs.
10. I understand that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Colorado, and that if any portion hereof is held invalid, it is agreed that the remaining terms shall continue in full legal force and effect.

11. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available to the State of Colorado, West Greeley Conservation District, its Board of Supervisors, officers, employees, agents and representatives under the Colorado Governmental Immunity Act, Colorado Revised Statutes § 24-10-101, *et seq.*

12. If engaged as a volunteer by West Greeley Conservation District, I understand and agree that my attendance and use of the Facility and/or participation in Facility activities and programs is strictly voluntary and I am not employed by the West Greeley Conservation District. Therefore, the foregoing waiver of liability, indemnification and hold harmless applies to any injury I sustain while volunteering at or using the Facility or participating in Facility activities and programs; and furthermore will not be covered under West Greeley Conservation District Workers' Compensation program.

*(for adult visitors, staff and guests)*

By my signature below, I acknowledge and represent that I have carefully read this WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT in its entirety, fully understand and accept its terms, and sign it voluntarily of my own free will. I further state that I am at least eighteen (18) years of age and am fully competent to sign this agreement.

\_\_\_\_\_  
User's Name *(Print)*

\_\_\_\_\_  
User's Signature

\_\_\_\_\_  
Date

*(for visitors and guests under age 18)*

Colorado law (**C.R.S. 13-22-107**) provides that parents have the authority to contract, on behalf of their child, to relieve a provider from liability for its negligence in the event the child is injured during participation.

By my signature below, I acknowledge and represent that I have carefully read this WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT in its entirety, fully understand and accept its terms, and sign it voluntarily of my own free will. I further state that I am the parent of the child under at eighteen (18) years of age identified below and am fully competent to sign this agreement.

\_\_\_\_\_  
User's Name *(Print)*

\_\_\_\_\_  
Parent's Name *(Print)*

\_\_\_\_\_  
Parent's Signature

\_\_\_\_\_  
Date