

CONTRACT WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION
FOR DURANGO DAYBREAK ROTARY ACTIVITIES
EXPRESS ASSUMPTION OF THE RISK

I fully understand that participating in Rotary activities including “hands-on” projects such as wood splitting and delivering, and other club projects may involve the use of tools (including electrically and gas-powered power-tools) and vehicles by myself and being in close proximity to the use of any tools (including electrically and gas powered power-tools) and vehicles by others. Such activities may result in exertion, exposure to the elements, and accidents, including traffic accidents. These activities are inherently dangerous, and may result in serious injury, disfigurement or death to myself, my person and others.

I am voluntarily participating in these hands-on events (hereinafter the “event”) sponsored by the Durango Daybreak Rotary Club (hereinafter “the Rotary Club”) with complete understanding of the risks associated with participation in these events.

By signing this Waiver and Release Form, I declare that I am medically able, properly trained, physically fit, and capable of participating in the event. I agree to act cautiously and carefully. I will not participate in activities or operate equipment that I lack the knowledge and training to participate in. I understand that the Rotary Club or its members reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in activity but shall not be responsible for determining whether participants are capable. I understand and agree that this is a voluntary activity, and I am doing so for recreational purposes, and that I may decline to participate in any activity that I am uncomfortable or unfamiliar with. I have read and understand and agree to adhere to instruction regarding the event/activity.

RELEASE AND WAIVER OF CLAIMS

I agree to indemnify and hold harmless the premises owner, event organizers, and event sponsors, including the Durango Daybreak Rotary Club, (“Daybreak”) its affiliates, officers, directors, volunteers, agents, employees and representatives, from all liability for any injuries and/or illnesses (including death) that may directly or indirectly result from my participation in the event or from my conduct or from the negligence of other participants in the event, and/or from the negligence of the premises owner, event organizers, and event sponsors, including the Rotary Club, its affiliates, officers, directors, volunteers, agents, employees and representatives. I further agree to release, acquit, and covenant not to sue Durango Daybreak Rotary Club, their agents, and employees for all actions, causes of action, past, present or future claims or damages, damages in law or remedies in equity of whatever kind, including those arising out of the dangers discussed above, the negligence of Daybreak, and the negligence of another participant during participation in this program. I also acknowledge full and sole responsibility for any and all medical expenses that I may incur as a result of any injury and/or illness related to my participation in the event. I represent that I have sufficient insurance to insure against any injury or loss I may suffer as a result of my participation in the event.

I agree that if Daybreak is forced to defend any action, lawsuit or litigation brought by myself, my executors, or my heirs, or on my family's or my behalf, Daybreak shall be entitled to

recover its costs and attorney's fees if it successfully defends such action, lawsuit or litigation. Should any part of this agreement be declared unenforceable by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect. This release is intended to be interpreted as broadly as possible to affect the intent and purpose of the release of liability.

I agree that venue for lawsuit arising out of any activity with Daybreak shall be La Plata County, Colorado and any lawsuit shall be governed by Colorado law. The terms of this agreement shall continue in full effect after the activity has ended. All changes or alterations to this document must be in writing and approved by both parties. No other changes to this document are valid.

I understand and agree that this Waiver and Release is binding. I hereby irrevocably grant my consent and permission to use my name, photograph, videotape, motion picture recording, voice, or likeness for Rotary purposes, including pre and post event publicity.

I, _____(Name), for my family, my minor children _____(Name(s) if applicable) my heirs and executors and myself, of my own free will, having carefully read this Waiver and Release, understanding and acknowledging the risks and liability for myself and [my family] on this _____ day of _____ 202_____ am voluntarily signing this Agreement and that I am giving up substantial legal rights as referenced herein.

By my signature below, I consent and agree to the terms of this Waiver and Release.

Signature of Participant

Date _____