

ATTACHMENT C

**CLEAR CREEK COUNTY
WILDFIRE RISK MITIGATION AND PREPAREDNESS GRANT PROGRAM**

PARTICIPATION FORM AND LIABILITY WAIVER AGREEMENT

Project Name: _____

Location of Project: _____

Project Timeline Dates: _____

I, _____, (the "Participant"), agrees to participate in the Clear Creek County Wildfire Protection Task Force Wildfire Risk Mitigation and Preparedness Grant Program / _____ (the "Project"). I understand that this Project may involve active physical participation, which includes a potential risk of personal injury and personal property damage.

Waiver and Liability: As used in this paragraph, the term "Governmental Entity" means the County of Clear Creek, Colorado. Participant in consideration for participating in the Project, does hereby, on behalf of the Participant and the Participant's heirs, assigns, successors, or any person claiming or attempting to exert a claim against Clear Creek County as a result of Participant's taking part in this Project, expressly waive, discharge, remise and release any claim, right, covenant not to sue, or cause of action whatsoever, and agree to hold harmless for any and all purposes; including but not limited to any claim of negligence, which the Participant or they may have, acquire, or which may accrue in the future, against the Governmental Entity and the Governmental Entity's officers, employees, staff, members, servants, volunteers, or agents, arising in whole or in part from or as a result of the Participant participating in this Project; from any and all liabilities, claims, demands, including but in no way limited to physical, mental, economic, or emotional injuries, or death; or damages, including court costs and attorney's fees and expenses; that may be sustained by me while participating in such activity, while traveling to and from the activity, or while on the premises. I understand this waiver does not apply to injuries caused by intentional or grossly negligent conduct.

Indemnity Clause: I am fully aware that there are inherent risks to myself and others involved with this activity, including but not limited to loss of or damage to my property, serious bodily and mental injuries, loss of or damage to organs and limbs, and death, and I choose to voluntarily participate in said activity with full knowledge that the activity may be hazardous to me and my property, and to the person or property of others. I acknowledge there may be physically strenuous activities. I know of no medical reason why I should not participate. I voluntarily assume these risks in order to receive the real and tangible benefits to me of my participation in this activity.

No Insurance: I understand that the Governmental Entity will not maintain any insurance policy covering any circumstance arising from my participation in this activity or any event related to that participation. As such, I am aware that I should review my personal insurance coverage.

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This Participation and Liability agreement is subject to and shall be interpreted under the law of the State of Colorado. Court venue and jurisdiction shall exclusively be in the Clear Creek County Court in Georgetown, Colorado.

Voluntary Signature: In signing this agreement I acknowledge and represent that I have read it, understand it, and sign it voluntarily as my own free act and deed; organizations have not made and I have not relied on any oral representations, statements, or inducements apart from the terms contained in this agreement. I execute this document for full, adequate and complete consideration fully intending to be bound by the same, now and in the future. I understand I can choose not to sign this document and free myself from its terms and the associated risks of the activity by simply not participating in the activity. I further understand this is a voluntary activity. Knowing the risks, I still desire to voluntarily engage in this activity.

Note: Signing this document involves the waiver of valuable legal rights.

Signed this _____ day of _____, 2020

Participant Signature

Date

Participant Printed Name

Participant Address