



**Waiver of Liability
&
Hold Harmless Agreement**

1. In order to participate in the maintenance and cleanup of Saint Benedict Camp. I, _____, hereby release, waive, discharge, and covenant not to sue the City of Alamosa to include all departments and their employees (hereinafter referred to as releases) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any property belonging to me, **whether caused by the negligence of the releases**, or otherwise, while participating in such activity, or while in, on, or upon the premises where the activity is being conducted.
2. I am fully aware of the risks involved and hazards connected with such activity in the maintenance and cleanup of Saint Benedict Camp including but not limited to:
 - Biohazards due to bodily waste (*feces, vomit, etc.*)
 - Blood-borne Pathogens (*most commonly hepatitis and HIV/AIDS, but also MRSA, antibiotic-resistant staph infection, etc.*)
 - Discarded Drug Paraphernalia (*Needles & syringes, etc.*)
 - Rodents, (*rats and mice can carry the hanta virus, which can result in kidney failure due to febrile hemorrhagic disease*)
 - Narcotics or Production (*Meth labs, etc.*)
 - Physical confrontations (*fight, assault, etc.*)

I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, **whether caused by the negligence of releases or otherwise**. As such, I am aware that I should review my personal insurance portfolio.

3. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a release, waiver, discharge and covenant not to sue the above-named releases. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Colorado.
4. In signing this release, I acknowledge and represent that I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least fifteen (15) years of age; and I execute this release for full, adequate and complete consideration fully intending to be bound by same.

In witness whereof, I have hereunto set my hand and seal on this document, _____ Day of, Month of _____ and Year of 20____.

Name of parent or guardian (if under 18): _____

Signature of parent/guardian (if under 18): _____

Participants Name Printed: _____ Signature: _____

Address: _____ City State Zip Code: _____

Phone Number: _____ Email: _____

Officer's Printed Name: _____ Officer's Signature: _____

