

**VOLUNTEER'S AGREEMENT
(Trails Work)**

THIS VOLUNTEER'S AGREEMENT ("Agreement") is made and entered into at Breckenridge, Colorado between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation ("Town") and the undersigned person who is an adult over the age of eighteen (18) years ("Volunteer").

WHEREAS, Town owns and is in the process of improving and/or maintaining one or more of its outdoor recreational trails (collectively, the "Trails"); and

WHEREAS, Volunteer desires to assist the Town with its efforts to improve and/or maintain the Trails; and

WHEREAS, Town is grateful to the Volunteer, and is willing to permit Volunteer to assist with the improvement and/or maintenance of the Trails, but only in accordance with, and subject to the provisions of this Agreement; and

WHEREAS, the parties desire to set forth the terms and conditions under which Volunteer will be permitted to assist the Town with the improvement and/or maintenance of the Trails.

NOW, THEREFORE, the parties agree as follows:

1. Disclaimer Of Employment. Volunteer acknowledges and agrees that he or she is not legally or morally obligated to work on the improvement and/or maintenance of the Trails, and that such effort is not undertaken by Volunteer to help or protect his or her own personal interests. Volunteer agrees to give his or her services to the Town in connection with the improvement and/or maintenance of the Trails without any express or implied promise of compensation of any kind. As a result, while engaged in the performance of services related to the maintenance and/or improvement of the Trails the Volunteer **SHALL NOT BE AN EMPLOYEE OF THE TOWN** for any purpose whatsoever. Volunteer shall not be paid or compensated by Town for any services performed related to the improvement and/or maintenance of the Trails.

2. No Worker's Compensation Insurance Coverage. Volunteer understands, acknowledges and agrees that he or she **WILL NOT BE COVERED** by the Town's worker's compensation insurance coverage while engaged in the performance of services related to the improvement and/or maintenance of the Trails.

3. Waiver and Release of Claims; Indemnification. Volunteer hereby agrees that the Town of Breckenridge, its officers, employees and self-insurance pool (collectively, "Released Parties") are **NOT RESPONSIBLE** for his or her safety in connection with the performance of services related to the improvement and/or maintenance of the Trails. Volunteer specifically **RELEASES AND DISCHARGES**, in advance, the Released Parties from any and all liability in connection with Volunteer's performance of services related to the improvement and/or maintenance of the Trails, even though such liability may arise out of negligence or carelessness on the part of the Released Parties or other volunteers engaged in the performance of services related to the improvement and/or maintenance of the Trails. Volunteer agrees to accept all responsibility for the risks, conditions and hazards which may occur during the performance of services related to the improvement and/or maintenance of the Trails, whether they now be known or unknown. Further, being fully aware of the risks, conditions and hazards of which may be involved in providing services related to the improvement and/or maintenance of the Trails, Volunteer **HEREBY WAIVES, RELEASES AND DISCHARGES, AND AGREES TO INDEMNIFY AND HOLD RELEASED PARTIES HARMLESS FROM** any and all claims for damages for death, personal injury or property damage which Volunteer may have or which may hereafter accrue to Volunteer, Volunteer's heirs or Volunteer's estate as a result of Volunteer's performance of services related to the improvement and/or maintenance of the Trails, whether such injury or damage was foreseeable or not, including, without limitation, any such claims regarding the design or condition of any equipment utilized by Volunteer while performing services related to the improvement and/or maintenance of the Trails.

4. Consent to Use of Photographs. Volunteer consents to the Town's use of any photograph or digital depiction containing Volunteer's picture, image, or likeness in connection with Town's advertisement of or publicity for the Trails, and agrees that no compensation shall be paid by Town to Volunteer in connection with such use.

5. Entire Agreement. This agreement constitutes the entire Agreement between the parties and supersedes any prior agreement or understanding.

6. Applicability. This Agreement shall apply to all volunteer work performed by Volunteer with respect to any Town recreational trail(s) from and after the date of this Agreement.

7. Modification. This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto. No oral modifications or amendments may be made.

8. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of the parties, and their heirs, successors, personal representatives and assigns.

EXECUTED this _____ day of _____, 2010

VOLUNTEER:

Signature

Print Name

Email Address

Mailing Address

City, State, Zip

TOWN OF BRECKENRIDGE, a Colorado municipal corporation

By: _____

Title: _____