

Volunteer Release and Waiver of Liability Form

This Release and Waiver of Liability (the "Release") executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ (Print name of Volunteer Candidate) \_\_\_\_\_ (the "Volunteer") releases the Two Peaks Fitness, Inc., a non-profit corporation organized and existing under the laws of the State of Colorado ( Two Peaks) and each of its directors, officers, employees and agents. The Volunteer desires to provide volunteer services for TWO PEAKS and engage in services relating to serving as a volunteer in the following activity (activities): assisting with Two Peaks Fitness Youth Sports leagues. Volunteer understands that the scope of the Volunteer's relationship with TWO PEAKS is limited to a volunteer position, that volunteer is not an employee of TWO PEAKS, and that no compensation is expected in return for services provided by Volunteer; that TWO PEAKS will not provide any benefits traditionally associated with employment to Volunteer; and that Volunteer is responsible for his/her own insurance coverage in the event of personal injury or illness as a result of Volunteer's services to TWO PEAKS.

1. Waiver and Release: I, the Volunteer, release and forever discharge and hold harmless TWO PEAKS and its successors and assigns from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or which may hereafter arise from the services I provide to TWO PEAKS. I understand and acknowledge that this Release discharges TWO PEAKS from any liability or claim that I may have against TWO PEAKS with respect to bodily injury, personal injury, illness, death or property damage that may result from the services I provide to TWO PEAKS or occurring while I am providing volunteer services to or for TWO PEAKS.
2. Insurance: Further, I understand that TWO PEAKS does not assume any responsibility for or obligation to provide me with financial or other assistance, including , but not limited to, medical, health or disability benefits or insurance of any nature in the event of my injury, illness, death or damage to my property. I expressly waive any such claim for compensation or liability on the part of TWO PEAKS beyond what may be offered freely by TWO PEAKS in the event of such injury or medical expenses incurred by me.
3. Medical Treatment: I hereby release and forever discharge TWO PEAKS from any claim whatsoever which arises or hereinafter may arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my tenure as a volunteer with TWO PEAKS.
4. Assumption of Risk: I understand that the services I provide to TWO PEAKS may include activities that may be hazardous to me involving any inherently dangerous activities. As a volunteer, I expressly assume the risk of injury or harm from these activities and release TWO PEAKS from all liability for injury, illness, death or property damage resulting from the services I provide as a volunteer or occurring while I am providing volunteer services to or with TWO PEAKS.
5. Photographic Release: I grant and convey to TWO PEAKS all right, title and interests in any and all photographs, images, video or audio recordings of me or my likeness or voice made by TWO PEAKS in connection with my providing volunteer services to TWO PEAKS.
6. Other: As a volunteer, I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Colorado and that this Release shall be governed by and interpreted in accordance with the laws of the State of Colorado. I agree that in the event that any clause or provision of this release is deemed invalid, the enforceability of the remaining provisions of this Release shall not be affected.

By signing below, I express my understanding and intent to enter into this Release and Waiver of Liability willingly and voluntarily.

\_\_\_\_\_  
Signature

If the Volunteer is under the age of 18, the volunteer's parent or guardian must also sign this form below:

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Parent of Guardian