



P.O. Box 449 • Colorado Springs, CO 80901
Phone: 719.646.0896
Email: info@santa-bob.org

RELEASE AND WAIVER OF LIABILITY

Important: Each volunteer must have a signed "Release and Waiver of Liability" on file. This form must be completed filled out and returned to a Bob Telmosse' Foundation representative before volunteering on December 21, 2010.

PARTICIPANT INFORMATION (PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS)

This Release and Waiver of Liability executed on the 21^hday of December 2009 by:

(Check applicable box):

If 17 years or younger:

The Volunteer, _____, a minor child and _____, and the parents having legal custody and/or the legal guardians of the volunteer (the "Guardians") (Note that any additional Guardian, if more than one, should sign this release.)

If 18 years or older

The Volunteer, _____, in favor of The Bob Telmosse Foundation, a Colorado nonprofit corporation, their directors, officers, employees, volunteers, and agents (collectively, "Sponsors").

This Volunteer desires to work as a volunteer for the sponsors and engage in the activities related to being a volunteer for The Bob Telmosse Foundation here in after, "the Event". The Volunteer (and Guardians) understands that volunteer activities may include but are not limited to the following: lifting and assisting with set-up, decorating, clean-up and well as miscellaneous tasks.

The Volunteer (and Guardians) hereby freely, voluntarily, and without duress executes this Release under the following terms:

1. RELEASE AND WAIVER

I, the Volunteer (and Guardians) hereby voluntarily release and forever discharge and hold harmless the Sponsors and their 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 may hereafter arise from my activities with the Event and the Sponsors.

I, the Volunteer (and Guardians) understand that this Release discharges the Sponsors from any liability or claim that I may have against the Sponsors with respect to any bodily injury, personal injury, illness, death, or property damage that may result from my activities with the Sponsors, whether caused by the negligence of the Sponsors or their officers, directors, employees, or agents or otherwise.

I, the Volunteer (and Guardians) understand that in the event of injury or illness, the Sponsors do not assume any responsibility to provide assistance including, but not limited to, financial assistance, medical, health, or disability insurance.

2. MEDICAL TREATMENT

I, the Volunteer (and Guardians) hereby release and forever discharge the Sponsors from any claim which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with my activities with the Sponsors, or in the case of a minor child, with the decision by any representative or agent of the Sponsors to exercise the power of consent to medical or dental treatment.



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3. ASSUMPTION OF THE RISK

I, the Volunteer (and Guardians) understand that the volunteer activities include work that may be hazardous, including, but not limited to, serving hot food, loading and unloading, and clean up of work sites.

I, the Volunteer (and Guardians) hereby expressly and specifically assume the risk of injury or harm in the volunteer activities and release the Sponsors from all liability or injury, illness, death, or property damage resulting from the volunteer activities.

4. INSURANCE

I, the Volunteer (and Guardians) understand that, except as otherwise agreed to by the Sponsors in writing; the Sponsors do not carry or maintain health, medical, or disability insurance for any volunteer. Each Volunteer is expected and encouraged to obtain his or her own medical health insurance coverage.

5. PHOTOGRAPHIC RELEASE

I, the Volunteer (and Guardians) hereby grant and convey unto the Sponsors all right, title, and interest in any and all photographic images and video or audio records made by the Sponsors during the Volunteer's activities with the Sponsors, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

6. OTHER

I, the Volunteer (and Guardians) 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 and interpreted in accordance with the laws of the State of Colorado.

I, the Volunteer (and Guardians) agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

7. RELEASE AND WAIVER

I, the Volunteer (and Guardians) hereby voluntarily release and forever discharge and hold harmless the Sponsors and their 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 may hereafter arise from my activities with the Sponsors and the Event.

To express my agreement with the terms of this Release, I sign here with a witness:

Volunteer Name: _____

Signature: _____

Permanent Address: _____

Phone: (H) _____ **(W/C)** _____ **E-mail:** _____

Witness Signature: _____

EMERGENCY CONTACT INFORMATION:

Name: _____ **Relationship:** _____



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Address:

Phone: (H) _____ **(W/C)** _____ **E-mail:** _____

Additionally, if the Volunteer is under the age of 18, the Parents/Guardians should sign below to express their agreement with the terms of this release:

Parent/Guardian Name:

