

2021 KEN CARYL TRAIL CLUB MEMBERSHIP REQUIREMENTS

The Ken-Caryl Trail Club (KCTC) membership is limited to current residents of Ken-Caryl, as defined by being a member in good standing with the Ken-Caryl Ranch Master Association (KCRMA). KCTC members must sign the KCRMA release waiver and agree to KCRMA Open Space rules and trail etiquette (<https://ken-caryl-ranch.org/community-news/community-organizations/trail-club/>). The membership coordinator will confirm residency and agreement/waiver receipt prior to confirming a member. A member can then be added to email distribution and Facebook page. Members must agree to support Trail Club in its efforts to promote recreation, stewardship and volunteerism related to Open Space.

The KCTC exists for the purposes of:

- Being good stewards of Ken-Caryl and Willow Springs open space;
- Enjoying the trail systems associated with Ken-Caryl and Willow Springs open space;
- Providing community service;
- Partnering with our neighbors in Willow Springs on open space issues;
- Sharing open space-related activities with like-minded neighbors and friends;
- Improving and maintaining Ken-Caryl trails; and
- Serving as advocates for Ken-Caryl trails and open space.

KEN-CARYL RANCH MASTER ASSOCIATION RELEASE, WAIVER, AGREEMENT NOT TO SUE, AND INDEMNIFICATION AND HOLD HARMLESS AGREEMENT (Open Space and Trail Crew Volunteers)

The undersigned, in consideration of being allowed to participate as a volunteer for the Ken-Caryl Ranch Master Association (“Association”) and to provide services on the Association’s recreation and open spaces, and trails, agree to the terms and conditions of this Release, Waiver, Agreement Not to Sue, Indemnification and Hold Harmless Agreement (“Agreement”). I acknowledge and agree as follows:

1. Acknowledgment and Assumption of Risk. I hereby agree, acknowledge and assume the risk that:

- 1) I am over the age of 18 years.
- 2) I will be providing services as an uncompensated volunteer, and am not entitled to compensation for the services provided by me.
- 3) As an uncompensated volunteer, I will not be covered by the Association’s workers compensation insurance coverage, including medical care or wage replacement.
- 4) The services I provide may include strenuous and potentially hazardous activities, possibly resulting in serious bodily injury or death. I acknowledge that the activities I will be participating in or services I may provide may involve operating tools, machinery and equipment, including saws, other cutting equipment, trenching equipment and the like. Some of the tools, machinery and equipment may be powered manually, and some may be powered by electricity or combustible fuel. The tools, machinery and equipment may be defective, or improperly maintained, and even if not defective or improperly maintained, may still pose a substantial risk of injury or death due to the nature or quality of the tools, machinery or equipment, the nature of the work for which the tools, machinery or equipment is intended, the skill I or other operators of the tools, machinery and equipment possess, or the training I or other operators of the tools, machinery and equipment have received.

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- 5) I acknowledge that by engaging in these activities I could be subjected to additional risks, both known and unknown. Those risks include but are not limited to the inherent risks of providing physical labor in a natural environment as well as to other risks and dangers, including acts of God, the forces of nature, the negligent and reckless acts or omissions of others, including specifically other volunteers or the Association, its officers, agents, directors and members, managers, employees, subcontractors or independent contractors.
- 6) I further acknowledge that the above lists are not inclusive of all possible risks associated with my participation and that in no way limits the extent or reach of this Agreement, it being the intent of this Agreement that I am assuming all known and unknown risks relating to or arising out of my participation as a volunteer providing services to the Association, on its recreation and open spaces and trails, which may include construction, maintenance and repair on the recreation and open spaces and trails.
- 7) My participation as a volunteer, and use of any tools, machinery or equipment, may be unsupervised from time to time, or at any time.

2. Release and Waiver and Agreement Not to Sue

I release, discharge and agree not to sue, or make any claim against the Association, its officers, agents, directors, members, managers, employees, subcontractors, or independent contractors (“Protected Parties”), for any and all foreseen and unforeseen injuries, losses, actions, claims, judgments, or damages of any kind and nature, including serious bodily injury or death, which I may suffer, and which I and my heirs, personal representatives, executors, administrators, successors and assigns may now have, or have in the future, against the Protected Parties arising out of or in any way related to my participation as a volunteer providing services to the Association on its recreation and open spaces and trails, including providing construction, maintenance and repair services, whether that use or participation is supervised or unsupervised, however the injuries, losses, accident, death or damage is caused.

THIS RELEASE WAIVER AND AGREEMENT NOT TO SUE SHALL BE EFFECTIVE EVEN IF THE INJURY, LOSS, ACCIDENT, DEATH OR DAMAGE RESULTS FROM THE NEGLIGENCE OF THE ASSOCIATION OR ANOTHER PROTECTED PARTY.

Negligence, as used herein, shall include, but not be limited to:

- 1) Failure to make reasonable and prudent efforts to determine my ability to safely provide services to the Association on its recreation and open spaces and trails, including providing construction, maintenance and repair services
- 2) Failure of the Association and any of the Protected Parties to provide adequate training
- 3) A failure to determine my ability to safely handle or manage any of the tools, machinery or equipment
- 4) Failure to determine any other person’s ability to safely handle or manage any of the tools, machinery or equipment
- 5) Knowledge of a dangerous latent condition concerning the Association’s recreation and open spaces, and trails, or land, facilities, or equipment for which warning signs have not been conspicuously posted
- 6) Any of the Protected Parties’ failure to provide adequate warnings or notices.

3. Indemnification and Hold Harmless

I agree to hold harmless, defend, indemnify and reimburse the Protected Parties from all claims, damages, third party claims and losses, including their own losses, expenses, damages, attorneys’ fees, court costs,

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and other legal fees (including attorneys' fees and legal fees incurred by the Protected Parties in defending against the same), that arise from my providing services to the Association on its recreation and open spaces and trails, including providing construction, maintenance and repair services or in any way arising out of the terms of this Agreement.

4. Compliance with Rules and Regulations

I agree to comply with all Association rules, regulations, safety requirements, and all laws and ordinances now in effect or adopted in the future. Permission for me to provide the volunteer services may be withdrawn at any time, for any reason, or for no reason, and I will abide by any requirements imposed upon me.

5. No Obligation to Provide Medical Care

I hereby acknowledge that the Protected Parties have no obligation to provide medical care and have not undertaken the responsibility to do so; however, I consent to emergency medical treatment for myself which may be deemed advisable in the event of injury, accident or illness resulting from me providing services to the Association on its recreation and open spaces and trails. Should any of the Protected Parties provide emergency medical treatment, the release, waiver and agreement not to sue provisions of paragraph 2 above will apply.

6. No Reliance on Representations of Protected Parties

This Agreement is executed without reliance upon any promise, statement or representation by the Protected Parties, or any of them, or their representatives or agents, concerning the services I have agreed to provide, or the tools, machinery or equipment that I may be using in providing the services, any risks, damages or legal liability therefor, or any other matter. I acknowledge and agree that this Agreement shall be construed broadly to provide waivers, releases, agreements and indemnification to the maximum extent permissible under Colorado law.

7. Knowing and agreeing to all of the above

I assume all known and unknown risks, and the above described risks. The terms of this Agreement shall serve as a complete release, waiver, agreement not to sue and indemnification and agreement to hold the Association harmless and EXPRESS assumption of the risks. I shall be solely responsible for my safety and well-being, and for all expenses that arise directly or indirectly from me providing services to the Association on its recreation and open spaces and trails.

8. Application to Minors

This Agreement applies to any child of the undersigned or any child for which the undersigned is the legal guardian to the same extent as it applies to the undersigned, and the undersigned, on behalf of such child, (a) acknowledges and agrees to all provisions of paragraph 1 above; (b) releases, waives and agrees not to sue as provided in paragraph 2 above; (c) indemnifies and holds the Protected Parties harmless as provided in paragraph 3 above; and (d) agrees to all of the remaining provisions of this Agreement. For purposes of this Agreement, "child" means a person under the age of eighteen years.

All statements above shall bind me, my heirs, personal representatives, executors, administrators, successors and assigns, and are not merely recitals. I acknowledge that the Association has relied upon these terms, and that without this Agreement, the Association would be unwilling to permit me to provide

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the described services, or use the tools, machinery or equipment. **I have read and fully understand the legal consequences of this Agreement, and acknowledge that the Association has recommended that I have my attorney review this Agreement prior to my signing it.** The information provided by me below is made a part of this Agreement.

READ THIS RELEASE OF LIABILITY, WAIVER, AGREEMENT NOT TO SUE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT CAREFULLY, ASK ANY QUESTIONS BEFORE SIGNING, AND RETAIN A COPY. YOUR SIGNATURE ACKNOWLEDGES THAT YOU FULLY UNDERSTAND THE TERMS OF THE AGREEMENT, BELIEVE IT IS FAIR AND REASONABLE, AND AGREE TO ITS TERMS.

I acknowledge review and approval of this Agreement on _____, 2021

PARTICIPANT NAME: _____

BIRTHDATE: _____ AGE: _____

PARTICIPANT ADDRESS: _____

PARTICIPANT PHONE: _____

PARTICIPANT EMAIL: _____

PARTICIPANT SIGNATURE

IF PARTICIPANT IS UNDER EIGHTEEN (18) YEARS OF AGE, A PARENT OR LEGAL GUARDIAN MUST READ AND SIGN BELOW:

I am the parent or legal guardian of the above-named minor participant and have read the above Agreement. I give my unqualified permission and consent to the named minor’s participation as a volunteer for the Ken-Caryl Ranch Master Association (“Association”) to provide services on the Association’s recreation and open spaces, and trails, and on behalf of such minor participant, I hereby agree to be bound by the terms and conditions of this Agreement.

PARENT/GUARDIAN NAME: _____

PARENT/GUARDIAN SIGNATURE