

Hello,

If you are reading this on your computer after downloading it from Track it Forward you will not have the option to fill out the forms on pages 4 and 5. You will only be able to check a box that states “I have read and agree.” **Volunteers are kindly asked to also fill out a physical copy in person** when they arrive for their first volunteer day. This form was created in January 2025. If you have volunteered with us in the past but not filled out this newest form, please do so at your next volunteer event. We will only ask you to fill it out one time.

Thank you for volunteering with HPEC!

## High Plains Environmental Center Volunteer & Intern Waiver

### **WAIVER AND RELEASE OF LIABILITY**

IN CONSIDERATION OF the risk of injury that exists while participating in  
Activity: Intern/Volunteer (herein referred to as the  
"Activity"); and

IN CONSIDERATION OF my desire to participate in said  
Activity and being given the right to participate in the same;

I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releaser," "I" or "me, which terms shall also include Releaser's parents and guardians if Releaser is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims, or causes of action of any kind arising out of my participation in the Activity; and

I HEREBY release and forever discharge HIGH PLAINS ENVIRONMENTAL CENTER, located at 2698 Bluestem Willow Drive, Loveland, CO 80538, their affiliates, managers, board members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Releasees") from any and all physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity.

I am voluntarily participating in the aforementioned activity and I am participating in the activity entirely at my own risk. I am aware of the risks associated with participating in this activity, which may include, but are not limited to: physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel to and from the activity, or from conditions at the activity location(s). Nonetheless, I assume all related risks, both known and unknown to me, of my participation in this activity.

I FURTHER AGREE to indemnify, defend, and hold harmless the Releasees against any and all claims, suits, or actions of any kind whatsoever for liability, damages, compensation, or otherwise brought by me or anyone on my behalf, including attorney's fees, medical bills, and any related costs.

I FURTHER ACKNOWLEDGE that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. In the event that I should require medical care or treatment, I authorize HIGH PLAINS ENVIRONMENTAL CENTER (staff, volunteers, etc) to provide all emergency medical care deemed necessary, including but not limited to: First Aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I

agreement to be invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then said provision shall be deemed to be written, construed, and enforced as so limited.

I, the undersigned participant, affirm that I am of the age of 18 years or older (or that my parent/guardian will co-sign this agreement), and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content, and that this release cannot be modified orally. I am aware that this is a release of liability and a contract, and that I am signing it of my own free will.

### **PHOTO & VIDEO RELEASE**

For consideration which I hereby acknowledge, I hereby irrevocably grant to High Plains Environmental Center (HPEC) and all affiliates the right to record, photograph, publish, stream live, broadcast, distribute, exhibit, digitize, copyright, license, transfer, reproduce, edit, or otherwise use my name, image, likeness, biographical information, voice, video, photograph, interview and/or performance, including adaptations and derivative works thereof, in any and all media now known or hereafter developed (including without limitation print, television, radio, electronic media, publications, websites, internet streaming and downloading, social media, and other digital transmission methods) for any and all purposes at HPEC's sole discretion throughout the world and in perpetuity.

I hereby release and discharge HPEC, its administrators, officers, employees, licensees, distributors, successors, agents and affiliates from any and all claims, actions, suit, or demands of any kind or nature whatsoever arising out of or in connection with any use hereunder including without limitation any claims of defamation, invasion of privacy, or infringement of moral rights, rights of publicity and/or copyright.

I hereby waive any right of inspection or approval, and I have no right or claim to any royalty, payment, or other compensation arising out of or in connection with any use hereunder.

I hereby agree that HPEC is not obligated to utilize any of the rights granted in this Agreement and all such rights herein extend and apply to HPEC, its affiliates, assigns, licensees, distributors, successors, and agents. This Agreement shall be governed by the laws of the State of Colorado without regard to its principles of conflicts of laws, and shall be binding on me, my heirs, successors, assigns, and legal representatives. I have read and understood the foregoing and I am over the age of 18 (and, if I am not, this Agreement has been signed by my parent or legal guardian).

further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I FURTHER ACKNOWLEDGE that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the Activity unless I am medically able and possess the necessary skills, and I agree to abide by the decision of the High Plains Environmental Center official or agent, regarding my approval to participate in the Activity.

I HEREBY ACKNOWLEDGE that I have carefully read this "Waiver and Release" and fully understand it is a release of liability. I expressly agree to release and discharge High Plains Environmental Center and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, or assigns from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against High Plains Environmental Center for personal injury or property damage.

To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of High Plains Environmental Center, its agents, and employees.

I agree that this Release shall be governed for all purposes by Colorado law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

In the event that any damage to equipment or facilities occurs as a result of my or my family's or my agent's actions, neglect, or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any such actions of neglect or recklessness.

This waiver shall remain in effect for the duration of my first participation in the activity, during this initial date and all subsequent events of participation.

This agreement was entered into at arm's length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength.

Both the Participant and High Plains Environmental Center agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase, or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a court should find that any provision of this

## HPEC VOLUNTEER POLICIES

### CONTACT INFO

In case of emergency, call 911.

If someone is making you uncomfortable you can ask them to leave. If they do not comply, call the police.

In case of non-dangerous rule violation, call Anlance security 970-484-8059.

Staff contact info:

Jim Tolstrup, Executive Director | 970-672-7862 |

[jim@suburbitat.org](mailto:jim@suburbitat.org)

Stephen Hornbeck, Nursery Manager | 970-439-0216 |

[stephen@suburbitat.org](mailto:stephen@suburbitat.org)

Breyer, Outreach and Education Manager | 970-599-2946 |

[breyer@suburbitat.org](mailto:breyer@suburbitat.org)

Jack Van Vleet, Lead Restoration Ecologist | 970-672-7863 |

[jack@suburbitat.org](mailto:jack@suburbitat.org)

Baylee Evans, Restoration Ecologist | 970-903-9187 |

[baylee@suburbitat.org](mailto:baylee@suburbitat.org)

### RULES AND REGULATIONS

- Abide by all posted trail regulations and signage, unless directed otherwise by staff.
- Do all tasks with regard for your own safety and that of others.
- Do not perform tasks that are above your skill level or physical abilities.
- Wear all necessary personal protective equipment.
- Set a good example of land stewardship.
- Volunteers are not to drive or ride in any HPEC owned vehicles.
- No adult may be alone with an unrelated minor. Use the buddy system.
- No overnight parking without prior approval from HPEC.
- No vehicle access to gravel road South of building without approval from HPEC.
- Do not harass wildlife.
- Be respectful, responsible, kind, and communicative.
- I may be asked to leave and never return if I violate any regulations, at the sole discretion of HPEC.

**High Plains Environmental Center**  
 Volunteer Info & Waiver Agreement

Volunteer Name	
Phone Number	
Email address	
Are you 18 years or older?  *If under 18 you must have a parent/guardian's signature below.	YES          NO
Date of first volunteer work with HPEC	
I have read, understood, and agree to the LIABILITY WAIVER, PHOTO & VIDEO RELEASE, and VOLUNTEER POLICIES.  I know where to find a copy of said documents should I wish to (this binder and in Track it Forward).	Signature    Date ____ / ____ / ____
Emergency Contact	Name    Phone Number

***On Reverse: Medical Info →***

### Medical Information (optional) (confidential)

You are not required to provide this information, but we recommend it. In case of emergency, this is what the paramedics would want to know to give you the best treatment possible.

Date of Birth	
Allergies	
Inhaler?	YES NO
Epi-Pen? If yes, where is it?	
Blood thinners? Meds or condition	YES NO
History of heart attack or stroke? <i>If yes, which and when did it occur?</i>	
Medical conditions	
Medications	
Surgeries	