

VOLUNTEER WAIVER

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RETURN THIS FORM TO CBX

ACKNOWLEDGEMENT OF RISK AND RELEASE OF LIABILITY

Cross Bar X Youth Ranch Volunteer Service Project Activities

ACKNOWLEDGEMENT & ASSUMPTION OF RISKS

I recognize that there are significant risks inherent to participating in a Volunteer Service Project including construction, repair, the use of hand tools, power tools, ladders, scaffolding, heavy equipment, vehicles, paints, primers, stains, hardware, and the locations where such activities are conducted (collectively, the "Cross Bar X Youth Ranch Property"), including but not limited to **the risk of bodily injury, illness, death, damage or loss to person or property** which may result from surface and subsurface hazards; severe weather; collisions with or impacts from other participants or natural or manmade objects; equipment failure; falls from heights; physically demanding tasks; traffic hazards; the potential of participants to act in a negligent or unpredictable manner that may contribute to injury to that participant or to others, such as failing to maintain control over equipment or tools or not acting within the participant's abilities; and other hazards.

I understand that persons with certain medical conditions should not participate in volunteer service projects without the advice of a physician.

I acknowledge that a complete listing of risks is not possible, and that risks may exist that cannot be anticipated.

I understand that supervision by Cross Bar X Youth Ranch and its owners, officers, directors, volunteers, agents, employees, counselors, and guides (collectively, "Cross Bar X") may not be provided at all times.

I also acknowledge that Cross Bar X uses its best judgment in determining how to react to circumstances present in work sites, including physical hazards and a participant's abilities, but may misjudge such circumstances.

Also, I acknowledge that equipment used in volunteer service projects may break, fail, or malfunction, despite reasonable maintenance and use. Some of the equipment used in these activities may inflict injuries even when used as intended.

I understand that participation in volunteer service projects is not required. Knowing these risks, I authorize participation by myself and/or my child in volunteer service projects, and assume responsibility for myself and my child (if applicable) for any and all bodily injury, illness, death, damage to or loss of personal property, and all expenses thereof, which may occur as a result of participation in such activities.

NO WARRANTY OF WORK PERFORMED

Cross Bar X understands that the Volunteer Organization makes no guarantee regarding the quality of the work done as a part of the Volunteer Service Project. Further, the Volunteer Organization disclaims any warranty, express or implied, including but not limited to, the implied warranty of merchantability and fitness for a particular purpose regarding the Service Project.

Guardian
Initial:

Participant
Initial:

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next page.



VOLUNTEER WAIVER

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RELEASE, WAIVER OF LIABILITY, AND INDEMNIFICATION

PLEASE READ CAREFULLY BEFORE SIGNING. THIS DOCUMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

In consideration of the right to participate in this activity, I release and agree not to sue Cross Bar X for any and all claims, actions, demands, damages, causes of action or suits of any kind or nature whatsoever ("Claims") which may be asserted by or on behalf of myself or my child as a result of bodily injury, illness, death, damage or loss to person or property which may result from participation in the Ropes Course Program, whether or not caused by the negligence of Cross Bar X. In addition, I agree to indemnify, defend, and hold Cross Bar X harmless from and against any and all liability, loss or damage Cross Bar X may suffer as a result of Claims which may be asserted against Cross Bar X arising out of the activities carried out at Cross Bar X Youth Ranch or by Cross Bar X.

In addition, I agree to indemnify, defend, and hold Cross Bar X harmless from and against any and all liability, loss or damage Cross Bar X may suffer as a result of Claims which may be asserted against Cross Bar X arising out of the activities carried out at Cross Bar X Youth Ranch or by Cross Bar X.

☐ Yes. I have had a chance to ask questions and seek advice before signing this document.

All participants under the age of 18 must have a parent's signature in combination with the participant's signature.

PARENT/GUARDIAN:
(IF PARTICIPANT IS UNDER 18)

Date:

PARTICIPANT:
(SIGNATURE REQUIRED)

Date:

Continued on
next page.

