



INDEMNIFICATION AND RELEASE AGREEMENT

- A. In consideration of being permitted to accompany a Town employee in the course of their duties, I the undersigned, agree to indemnify and hold harmless the Town of Estes Park its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the activities listed below, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, negligence, or other fault on the part of the undersigned.
- B. The undersigned understands that the below-described activities may involve risks of injury, loss, or damage to the undersigned, including but not limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage. By signing this agreement, the undersigned expressly agrees to assume any and all such risks. In addition, in consideration for being permitting to perform the below-described activities, the undersigned hereby expressly exempts and releases the Town of Estes Park, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, demands, on account of injury, loss or damage to undersigned including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, or property loss or damage, that undersigned may incur as a result of being upon the premises of the Town of Estes Park its officers, or its employees, or from any other cause whatsoever.
- C. Description of activities to be performed and required dress or personal protective wear needed to accompany the Town employee:

Spray Patcher ride along. Undersigned passenger agrees to wear closed-toe shoes, long pants, and an ANSI/ISEA 107-2004 Class 2 or 3 shirt, vest, or coat provided by the Town. Disposable hearing protection will be available from the Town for optional use by the Undersigned if desired.

- D. Period during which activities are to be performed:

Executed this _____ day of _____, 20____ by the Town of Estes Park and the undersigned.

Signature of Undersigned

Town Supervisor Approval

Printed Name

Kevin McEachern, PW Ops Mgr
Print Name and Department