



WHALE OF A USED
Book Sale



VOLUNTEER WAIVER, RELEASE, AND INDEMNITY AGREEMENT

Between

Jefferson County Library Foundation (*JCLF*) and
Volunteers for the Whale of a Used Book Sale
(hereinafter "*the volunteer*")

This document sets forth the responsibilities and understandings of the volunteer and of JCLF regarding volunteer's participation in volunteer programs partially or wholly coordinated by JCLF.

The Volunteer and JCLF agree as follows:

1. The volunteer performs the service of the volunteer's own free will, without promise, expectation, or receipt of remuneration. The volunteer is not an employee or agent of JCLF for any purpose and the volunteer's services are not controlled nor mandated by JCLF.
2. If the volunteer is under the age of 18, the volunteer may only participate in volunteer service with the express written consent of the volunteer's parent or guardian.
3. The volunteer understands and agrees that it is possible that the volunteer may be injured or otherwise harmed during volunteer service due to accidents, acts of nature, the volunteer's negligent or intentional acts, or the negligent or intentional acts of others; that while JCLF has taken some steps to reduce the chances of injuries or harm to the volunteer, that JCLF has no control over most risks, and, thus, cannot and does not guarantee nor take any responsibility for the safety of the volunteer or the volunteer's property while the volunteer is engaged in volunteer service; and that the volunteer must take full responsibility for himself or herself and assume the risk of harm or damage while serving by taking all necessary and reasonable precautions and acting in a manner that will help protect himself or herself and his or her property.
4. The volunteer agrees to waive and release JCLF from any and all potential claims for injury, illness, damage, or death which the volunteer may have against JCLF that might arise out of the volunteer's service and to hold JCLF harmless therefrom.
5. The volunteer agrees and understands that injuries or losses to others, such as co-workers or the person(s) being helped, may occur as a result of the volunteer's negligent or intentional acts during volunteer service, and that to avoid such harm, the volunteer must exercise care and act responsibly in serving others.
6. If any injury or loss to another does occur due to the volunteer's intentional actions or due to volunteer's negligent actions arising outside of the scope of the volunteer's activities, the volunteer must accept the liability for and repair, or make reparations for, the harm done.
7. JCLF is not providing the volunteer with insurance coverage for any injuries, conditions, or losses to the volunteer arising out of volunteer activities, except that JCLF does provide liability insurance coverage on all JCLF vehicles used during service projects.
8. The volunteer must maintain his or her own primary medical insurance and the volunteer's own automobile liability insurance when driving a non-JCLF vehicle to cover potential medical and other costs related to the volunteer service; and the volunteer is also encouraged to maintain property and life insurance coverage while serving as a volunteer.

9. All costs for injury or loss above the coverage provided by the volunteer's insurance are the volunteer's personal responsibility.
10. In projects where the volunteer will be transporting others in a non-JCLF owned vehicle, the volunteer may be required to provide proof of automobile insurance in order to participate.
11. Since volunteers are not JCLF employees, JCLF does not provide worker's compensation coverage for injuries or illnesses to the volunteer arising out of volunteer activities.
12. JCLF will provide you with a legal defense, upon your request, in response to any claim or action brought against you, arising out of your volunteer service in a program that JCLF helps coordinate, where you were acting in good faith and reasonably believed you were acting within the scope of the volunteer activity, and the act in question was not an intentional or knowing act constituting illegal, willful, or wanton misconduct. However, JCLF will not defend you in any case where the injury resulted from your operations of a non-JCLF motor vehicle, vessel, aircraft, or other vehicle for which a pilot or operator's license is required or where the suit is brought by an authorized governmental officer to enforce a federal, state, or local law.
13. In legal actions in which JCLF provides your defense, JCLF will pay for reasonable attorney fees, judgments, settlements, or other expenses directly related to your defense only up to the limits presently stated in the appropriate State statutes, one time only per volunteer. JCLF will control the defense and you must reasonably cooperate and comply with JCLF decisions and procedures.
14. COVID-19 Disclaimer. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is contagious and believed to spread mainly from person-to-person contact. By your signature below, you are stating that within the past 14 days you have not: (1) tested positive for COVID-19, (2) experienced symptoms of COVID-19, (3) been in contact with someone diagnosed with COVID-19, or (4) traveled out of the state of Colorado. If any of those situations occur, you agree to immediately notify JCLF and not attend any further JCLF activities until further notified by JCLF.

In addition, by volunteering for JCLF, you voluntarily agree to assume the risks and accept sole responsibility for any injury or illness to yourself (including disability and death), as well as any damage, loss, liability or expense, of any kind, that you may experience or incur as a result of COVID-19 and in connection with your volunteer work for JCLF. Furthermore, you release, covenant not to sue, discharge and hold harmless JCLF, its staff, contractors, agents, and representatives with regard to the risks set forth in this COVID-19 Disclaimer.

By signing below, the parties confirm that they have read, understand, and consent to the terms of this waiver agreement.

Volunteer Signature: _____ Vol Printed Name: _____

Emergency Contact: _____ Contact's Phone: _____

Date Volunteer Signed: _____

JCLF Representative Signature: _____ JCLF Printed Name: _____

Date JCLF Representative signed: _____

