

Ranch Hand Volunteer Agreement and Waiver

This Volunteer Agreement and Waiver ("Agreement") is made between the County of Larimer, Colorado ("County") and the undersigned person who is over the age of sixteen years ("Volunteer"). In consideration for being permitted to participate as a Volunteer with the County, Volunteer hereby acknowledges and agrees as follows:

- **1. Scope of Volunteer Activities -** Volunteers are the Ambassadors of the Larimer County Fair (LCF) & Rodeo and will perform various duties as assigned or selected
 - **Headquarters** Manage check-in and out process for Ranch Hands while instructing them where their work area is according to the schedule and answer questions.
 - Welcome Greet guests at Gate 1 and actively distribute maps and event activities.
 - **Information Shack** Provide general information about the Larimer County Fair and Rodeo's daily activities by handing out brochures and answering general questions. Also assist with minor first aid, lost and found, and calling for assistance to Gate 2.
 - **Shuttle Drivers** Provide transportation for guests on the Fairgrounds. (Drivers must be at least 21 years of age and pass Shuttle Driver Training at Orientation).
 - **Parade** Crowd and traffic control and assist with sign-in and directions.
 - **Kids Ranchland** Facilitate and monitor the Bounce Houses, Everblocks and Ninja Nation in the Kids Ranchland area per responsibilities listed in the Volunteer Handbook and other safety requirements.
 - **Pancake Breakfast** Help our guests welcome the day by serving up a hearty good morning meal. Assist with clean-up after the event is over.
 - Open Class Check-In & Judge's Scribe Assist with checking in exhibitor items, make sure items are entered correctly; assist with judges evaluating exhibitor items by writing judges' comments on tag or comment sheet, handwriting/printing should be legible and neat.
- **2. Duration and Hours** Larimer County Fair dates are August 2 August 6, 2024. Hours will vary based on the need for the different components of the Fair.
- 3. Volunteer Coordinator The Volunteer contact people are:
 Kristine Miller, Chair Ranch Hand Volunteers 970-290-8890
 Laura Boldt, The Ranch Staff Volunteer Coordinator 303-931-2635
- 4. Orientation The Volunteer Coordinator will give the Volunteer an orientation regarding any designated workspace(s) and volunteer activities and any training necessary for the performance of the volunteer duties. Volunteers must attend the Volunteer Orientation Meeting on Thursday, <u>July 25</u>, <u>2024</u>, at 6:00 pm in the McKee Bldg. This meeting is mandatory. An alternative meeting is Monday, July 29, 2024 at 6:00 pm in the First National Bank Building. If a volunteer has questions or concerns about any aspect of his/her volunteer activities, the Volunteer should contact one of the Volunteer Coordinators as soon as practical.

5. Nature of Relationship –

- **a.** Volunteer acknowledges and agrees that he or she is acting strictly as an authorized volunteer and is **not an employee or contractor of the County.**
- **b.** Volunteer acknowledges and agrees that he or she has no authorization, express or implied, to bind County to any agreement, liability, or understanding and shall not attempt to do so.
- c. Volunteer understands that he or she is volunteering his or her time which does not constitute employment for the purpose of the Colorado Worker's Compensation Act, and that Volunteer is **not** entitled to workers' compensation benefits or any other benefits of employment from County, including but not limited to health care, vacation, or sick time.
- d. Volunteer understands that if he or she is injured while performing duties within the scope of the Agreement, the County will not be liable for medical coverage. County will not be liable and does not provide Volunteers with insurance for personal injury or property damage.
- e. Volunteer understands that the position as a volunteer can be terminated at any time, for any reason, and has no legal right to continued participation as a volunteer. Volunteer further understands that Larimer County, the Larimer County Fair, property owners, or lessees will not accept financial or legal liability for any injury or occurrence arising from Larimer County Fair activities and that accordingly, Volunteer's participation in such activities is at their own risk.
- **6.** Confidentiality Volunteer understands that he or she may have access to certain data and information that is considered confidential and private to County and/or others. Volunteer agrees that he/she will keep all information obtained while volunteering at the County confidential and that these obligations continue indefinitely and after volunteer activities have concluded.

7. Colorado Governmental Immunity Act –

- **a.** As an authorized volunteer acting within the scope of this Agreement, Volunteer will be covered by the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq., ("CGIA"), which protects authorized volunteers from liability for injury or damage to others while acting within the scope of his or her duties.
- b. The CGIA also establishes circumstances in which the County will not be responsible for the acts of an authorized volunteer. The County will not protect Volunteer from liability for injury or damage that he or she causes while acting outside the scope of his or her volunteer duties; or if he or she causes injury or damages through acts of gross negligence, or intentional, willful, or wanton misconduct. The County will not be liable if I compromise or settle a claim without the consent of the County. Further, for coverage under the CGIA to be available, Volunteer must notify County of any lawsuit within fifteen (15) days of receiving notice of the lawsuit.
- **c.** Nothing in this agreement shall be construed as a waiver of the notice requirements, defenses, immunities and limitations under the Colorado Governmental Immunity Act (Sec. 24-10-101, C.R.S. et seq.) or of any other defenses, immunities or limitations of liability available to any of the parties.
- 8. Assumption of Risk and Waiver Volunteer acknowledges and agrees that he or she is participating in all volunteer activities of his or her own free will and assumes all risks, losses, and hazards, known and unknown, that are associated with such activities. Volunteer, on behalf of him or herself and his or her heirs, releases and waives the County and its officials, employees, agents, and representatives from all claims, damages, and injuries arising out of my volunteer activities.

- **9. Termination of Agreement** Volunteer or County may terminate this Agreement at any time, and in such event, Volunteer understands and agrees that he or she will no longer have the ability to participate in any volunteer activities pursuant to this Agreement.
- **10.** Please follow the link to the Ranch Hand Volunteer Application. Once complete, click on the link to the background check. The Ranch will contact you once you have been cleared.
- 11. Volunteer (or parent/guardian) hereby waives, for myself, my personal representatives, heirs and next of kin, all claims which I might have against Larimer County, the Larimer County Fair, property owners, or lessees; and any of them in combinations, and their officers, directors, agents, employees or contractors for injury, accident, illness, property damage, death or other occurrence arising in any manner whatsoever out of my participation in activities sponsored by the Larimer County Fair. I expressly assume all risks of my participation in the Larimer County Fair.
- 12. Furthermore, Volunteer (or parent/guardian) agrees to indemnify, save and hold harmless Larimer County, the Larimer County Fair, the Larimer County Board of County Commissioners, property owners, or lessees, and any of them in combinations, and their officers, directors, agents, employees, or contractors from any and all losses, costs, damages, expenses and attorney's fees arising out of my participation as a volunteer or the participation of persons who accompany me in Larimer County Fair related activities.
- 13. By my signature, I acknowledge that I have read and understood the releases and waivers contained herein.

Name	Date	<u> </u>
Please Print First and Last Name		
<u> </u>		
Signature		
If Volunteer is under 18 years old:		
Name of Parent/Guardian_	Date	
Please Print First and Last Name		
<u> </u>		
Signature		