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## INDIVIDUAL ASSUMPTION OF RISK, RELEASE FROM LIABILITY AND PHOTO RELEASE

**Project Description:** FLYING W RANCH – WALDO CANYON FIRE REHAB PROJECT

**Project Date(s):** \_\_\_\_\_

**Group:** \_\_\_\_\_

**PLEASE PRINT CLEARLY, REVIEW ENTIRE DOCUMENT, AND SIGN ON THIRD PAGE**

**Participant's Name:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_ **New Address YES NO**

**New Volunteer YES NO**

**Home Phone:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**In case of emergency, please contact:**

**NAME:** \_\_\_\_\_

**RELATIONSHIP:** \_\_\_\_\_

**PHONE: (DAY)** \_\_\_\_\_ **(EVENING)** \_\_\_\_\_ **(OTHER)** \_\_\_\_\_

**The following information may be needed by any hospital or medical practitioner not having access to the Volunteer/Participant's medical history (PLEASE WRITE ON BACK IF MORE SPACE IS NEEDED):**

**Allergies (medicine, food, etc):** \_\_\_\_\_

**Medications being taken:** \_\_\_\_\_

**Date of last tetanus shot:** \_\_\_\_\_

**Physical limitations:** \_\_\_\_\_

**Other medical issues we should be aware of:** \_\_\_\_\_

1. I acknowledge that I have voluntarily applied to participate in restoration and fire mitigation activities at various locations with Flying W Ranch, Inc. ("FWR") I am not working in a paid position, and will receive no compensation for participating in FWR activities. I understand that my participation in the Project and FWR activities may involve risks of injury (including loss of life).

2. As material consideration for being permitted to participate in these activities and use FWR tools and facilities, I hereby agree that I, and my successors, assignees, heirs, distributees, guardians, and personal and legal representatives (collectively "heirs") will not make a claim against, sue, or attach the property of FWR, the suppliers of any of the tools or equipment that I will use in these activities, or the Owners of the Property where the activities are conducted ("Property")

for any illness, injury, death or damage I may suffer resulting from their actions or negligence, during the commission of my efforts for FWR or arising in any way from my participation in the activities or presence on the Property. As used herein, the term "Owners" shall mean Flying W Ranch, Inc., Russell M. Wolfe, Leigh Ann Wolfe, Terry Wolfe, The Russell M. Wolfe Legacy Land Trust, Sunny Baber Legacy Trust, any other owners of the Property, and their respective owners, officers, employees, licensees, heirs, personal and legal representatives, trustees, agents, successors, assigns and any others acting at their direction.

3. Also as material consideration for being permitted to participate in FWR activities, I hereby release FWR and all other Owners from all actions, claims, suits, liability and demands that I, and/or my heirs and personal representatives now have or may hereafter have for illness, injury, death or damage resulting from my participation in FWR activities, any conditions existing on the Property, and/or my presence upon the Property, whether due to the negligence of FWR, the other Owners or any other person or to any other cause.

4. I hereby release and forever discharge FWR and all other Owners from any claim for liability whatsoever which arises or may hereafter arise on account of any first aid, treatment, or participation in FWR activities.

5. I understand that FWR carries a minimal level of insurance coverage for volunteers to address medical needs, but EACH VOLUNTEER IS ENCOURAGED TO ARRIVE WITH HEALTH INSURANCE COVERAGE IN EFFECT.

6. I expressly agree that this Release shall be governed by the laws of the State of Colorado, and that the Courts in El Paso County, Colorado shall have exclusive jurisdiction and venue over all matters relating hereto. I agree that the invalidity of any clause herein shall not otherwise affect the remaining provisions of this Release and that I intend this agreement to be enforced to the fullest extent allowed by Colorado law.

**7. I AM AWARE THAT FIRE RESTORATION, GREEN FOREST RESTORATION, TREE CUTTING, MULCHING, SEEDING, HAULING AND OTHER FWR ACTIVITIES ARE HAZARDOUS. I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES OF FWR AND USING THE PROPERTY WITH THE KNOWLEDGE OF THE KNOWN OR UNKNOWN DANGERS INVOLVED AND KNOWING THAT MEDICAL FACILITIES MAY NOT BE AVAILABLE IN THE EVENT OF INJURY TO ME. I UNDERSTAND THERE ARE NUMEROUS RISKS ASSOCIATED WITH PARTICIPATION IN THESE FWR ACTIVITIES AND THE USE OF POWER TOOLS AND EQUIPMENT, INCLUDING THE RISK OF ILLNESS, INJURY AND DEATH. I HEREBY FREELY ASSUME ANY AND ALL KNOWN OR UNKNOWN RISKS ASSOCIATED WITH THESE ACTIVITIES (INCLUDING THOSE ARISING FROM ANY NEGLIGENCE OF FWR, THE OTHER OWNERS AND/OR OTHER PARTICIPANTS) FOR MYSELF AND ANY MINOR I SIGN FOR. SOME OF THESE RISKS INCLUDE WITHOUT LIMITATIONS, THE RISKS OF ILLNESS, INJURY OR DEATH DUE TO FALLING TREES, IMPROPER OR NEGLIGENT SUPERVISION, FLYING OR FALLING DEBRIS, FAULTY EQUIPMENT, FAILURE OR IMPROPER USE OF EQUIPMENT, AIR AND GROUND POLLUTANTS, SLIPS AND FALLS, ROCK SLIDES, MUD SLIDES, FLOODING, WEATHER CONDITIONS, RAVINES, HOLES, UNSTABLE SOIL, FENCING, UNSAFE SURFACE AND SUBSURFACE CONDITIONS, HIDDEN OR OBVIOUS HAZARDS, ANIMAL AND INSECT BITES, AND OTHER RISKS ASSOCIATED WITH SUCH PARTICIPATION AND USE WHICH CANNOT BE ANTICIPATED AND ARE UNKNOWN. I UNDERSTAND THE RISK THAT EQUIPMENT USED IN THE ACTIVITIES MAY FAIL OR MALFUNCTION, DESPITE REASONABLE MAINTENANCE AND USE OR BECAUSE OF IMPROPER USE OR MAINTENANCE; OR MAY INFLICT INJURY WHEN USED AS INTENDED. ALSO, THE PERSONS USING THE EQUIPMENT MAY CAUSE INJURY DUE TO LOSS OF CONTROL OF SUCH EQUIPMENT OR THEIR OWN CARELESSNESS. SUPERVISORS MAY ALSO MISJUDGE AN INDIVIDUAL'S CAPABILITIES IN PERFORMING ACTIVITIES OR USING EQUIPMENT, RESULTING IN INJURY OR DEATH. I AND MY HEIRS HEREBY RELEASE FWR AND THE OTHER OWNERS FROM ANY CLAIMS FOR LIABILITY FOR ANY ILLNESS, INJURY OR DEATH RESULTING FROM THESE RISKS FOR MYSELF AND ANY MINOR I SIGN FOR.**

8. If there is any violation of this agreement and FWR and/or the other Owners are sued, or a claim is made against FWR and/or the other Owners, I agree to indemnify FWR and the other Owners and hold them harmless from any and all claims, expense and liability. Such indemnity shall cover all reasonable expenses incurred by them, including but not limited to attorney fees.

**AUTHORIZATION AND RELEASE FOR USE OF PICTURES IN ANY MEDIA**

I hereby grant to the Flying W Ranch, Inc., its legal representatives, successors and assigns, irrevocable permission to take and to copyright, in its own name or otherwise, and use, re-use, publish and republish photographic portraits, pictures or similar images or likenesses (collectively, the "Pictures") of me and my children and/or other minors for whom I am legally responsible, including, without limitation, any other pictures in which I or they may be included, in whole, in part, or altered using software, through any medium, and in any and all media now or hereafter known for illustration, promotion, art, editorial, or any other purpose whatsoever. The pictures may be published in any manner, including in noncommercial advertising, periodicals, trade show exhibits and other promotional applications. Furthermore, I will hold harmless Flying W Ranch, Inc., the other Owners and their representatives, successors and assigns, from any liability arising from or in connection with the aforementioned Pictures.

I affirm that I am 18 years of age or older and that I am competent to sign this agreement on my own behalf. I acknowledge that I have read the foregoing authorization and release and that I fully understand its contents.

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*(Signature and Printed Name) (Date)*

**Flying W Ranch Inc. volunteers must be 16 years of age or older when the project site is utilizing power tools/equipment. Parental signature is mandatory for ALL volunteers UNDER 18 years of age.** I agree as parent/legal guardian, that both I and the above minor will be bound by the terms of this Agreement, being fully informed of the known and unknown risks involved with such activities.

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*(Parent/Legal Guardian's Name – Please Print)*

*(Parent/Legal Guardian's Signature)*

*( ) - (Phone Number)*