

RELEASE OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF CLAIMS, & INDEMNIFICATION AGREEMENT FOR CITY OF PUEBLO

Notice – By signing this document you are agreeing to waive certain legal rights, including the right to sue.

In consideration of Joslyn Rafferty-Cammer (“Consultant”) entering into the Agreement for Professional Services dated Sept. 1, 2022 (the “Contract”) with the City or Pueblo’s (“Client”), Consultant does hereby agree to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that Consultant has or may have against the Client arising out of the Contract;
- 2) **TO ASSUME ALL RISKS** of participating in the Client’s activities and the Contract, even those caused by the **negligent** acts or conduct of the Client, its affiliates, operators, employees, agents, and/or officers. The Consultant understands that there are inherent risks of participating in the Contract, which may be both foreseen and unforeseen, and include serious physical injury and death;
- 3) **TO RELEASE** the Client, its affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, death, or expense that the Consultant (or his next of kin) may suffer, arising out of the Contract. The Consultant specifically understands that he is releasing any and all claims that arise or may arise from any **negligent** acts or conduct of the Client, its affiliates, operators, employees, agents, and/or officers, to the fullest extent permitted by law; and
- 4) **TO INDEMNIFY** the Client, its affiliates, operators, employees, agents, and/or officers, from all liability for any loss, damage, injury, death, or expense that the Consultant (or his next of kin) may suffer or cause, directly or proximately.

Personal Responsibility

Consultant understands that his participation is voluntary and further understand that he has the opportunity to not enter into the Contract.

Consultant is obligated to minimize his risks, including the risk of injury, through the exercise of common sense and by being aware of his surroundings.

If the Consultant observes any unusual hazard or condition which they believe jeopardizes Consultant’s personal safety or property, Consultant shall immediately bring the condition to the attention of the Client and stop all activity.

Workers’ Compensation. Consultant affirms he does not currently have any employees on payroll and that he will be the only person working on this project. Consultant also affirms that should this change and he begins to employ workers for pay at any time that he is performing work pursuant to the Contract, he will immediately obtain and provide proof of Worker’s Compensation coverage. Consultant hereby indemnifies and holds harmless the Client, its officers, agents, employees, and any other person or entities acting on behalf, and the successors and assigns for any and all of the aforementioned persons and entities, against any and all claims, demands, and causes of action whatsoever, whether presently known or unknown, of any person, including Consultant, who suffers any injury, disability, death or other harm, to person or property or both, as a result of the Contract.

Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document with the same effect as if all parties had signed the same original. The parties further agree that transmission of this agreement by telecopy or via email in a PDF format shall be deemed transmission of the original Amendment for all purposes.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Consultant’s Name (Printed): Joslyn Rafferty-Cammer

Consultant’s Signature: *J. Rafferty-Cammer* Date: 9/1/22

Name of Witness (Printed): Megan Moore

Witness Signature: *Megan Moore* Date: 9/1/22