

**GENERAL EDUCATIONAL
WAIVER AND NON-DISCLOSURE ACKNOWLEDGEMENT**

INSTRUCTIONS: Please provide the information requested below and return this waiver to Denver Water’s representative, Kelly Strecker by October 4, 2024. Every individual in a group using Denver Water property must sign a waiver.

Location of Event: Gross Reservoir
Activities: Tour of the Gross Reservoir Expansion Project
Date(s) of Event: October 11, 2024

Name of Participant: _____
Name of Employer: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Emergency Contact Name: _____ Phone: _____

Please list any activities that you are unable to perform:

Participant agrees to these conditions:

1. Participant will not interfere with Denver Water operations.
2. Denver Water does not guarantee Participant’s safety on Denver Water property. Participant understands there may be inherent safety risks on the property. Participant will immediately report any dangerous and/or hazardous conditions that are discovered to the Denver Water representative named above.
3. Participant will remove any materials brought to Denver Water property and will leave said property in the same condition in which it was found.
4. Participant will use all reasonable means to prevent any loss or damage to Denver Water property and to others. Any repair or replacement of Denver Water property made necessary by Participant’s conduct, which shall be determined in the sole discretion of Denver Water, shall be made by Denver Water at the sole expense of Participant or Participant’s guardian(s).
5. Participant acknowledges they may be exposed to information that Denver Water represents is not subject to public inspection under C.R.S. § 24-72-201, *et seq.*, and which Denver Water has taken and continues to take steps to protect as confidential and restricted (“Confidential Information”).
6. Participant is prohibited from taking any pictures or video or making any electronic recordings of any kind during the visit to Denver Water’s facility without the prior approval of the Denver Water employee listed above. Participant also is prohibited from communicating to third parties any information that it learns about Denver Water’s facility during the visit, which will be considered Confidential Information.
7. Participant shall hold and use the Confidential Information for educational purposes only and shall not disclose the Confidential Information without the prior written consent of Denver Water.
8. If Participant loses or makes unauthorized disclosure of Denver Water’s information protected by this Non-Disclosure Acknowledgement, it shall notify Denver Water immediately and take all steps reasonable and necessary to retrieve the lost or improperly disclosed information.

9. Participant shall use a reasonable degree of care in preventing disclosure, publication, or dissemination of Denver Water's information.
10. Participant shall comply with all laws, ordinances, rules, regulations, and requirements of any governmental authority that apply to Denver Water property and to Participant's use of the property.
11. Photographs of the event and Participant may be published by Denver Water and other media.
12. Undersigned is authorized to grant the agreements, permissions, and releases in this Waiver to use Denver Water property and non-disclosure acknowledgement concerning the Participant.
13. Participant assumes all risks of participating in the activities listed above. On behalf of themselves, their heirs, executors, administrators, assigns, or personal representative, they knowingly and voluntarily waive any and all rights, claims or causes of action of any kind whatsoever arising out of participation in the above described Activities, and release and forever discharge Denver Water, its managers, agents, attorneys and staff for any physical or psychological injury that may occur as a result of participation in the above described Activities, including traveling to and from an event related to the Activities.
14. Participant agrees to indemnify, defend, and hold harmless Denver Water, its officers, employees, agents, and insurers from any and all liability, injury, loss, damage, demands, claims, actions, or causes of action brought now or in the future by any person, firm, corporation, or entity and from any expenses (including court costs and attorneys' fees) incurred by Denver Water as a result of Participant's actions or omissions on the Denver Water property.
15. Participant acknowledges and understand that Denver Water does not waive any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, §24-10-101 et seq. C.R.S.
16. Undersigned consents to receive medical treatment that may be deemed advisable in the event of injury, accident and/or illness during the Activities.
17. This Waiver shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I, UNDERSIGNED, CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Signature of Participant: _____ **Date:** _____