

**CARA PARTICIPATION AGREEMENT**  
**(Governmental Agency)**

This CARA Participation Agreement ("**Agreement**") is entered into by and between \_\_\_\_\_ ("**Agency**"), and the Colorado Parks and Recreation Association ("**CPRA**"). Agency and CPRA are referred to collectively as the "**Parties**" and individually as a "**Party**".

**RECITALS**

**WHEREAS**, CPRA is a nonprofit corporation of the State of Colorado dedicated to promoting dynamic park and recreation services throughout the State of Colorado through the coordination of recreational services and the provision of professional development, continuing education, informational resources, networking, and related activities (collectively, "**Recreational Services**"). Among its Recreational Services, CPRA offers the Colorado Association of Recreational Athletics, which organizes local, regional, and statewide competitions in youth and adult athletics throughout Colorado ("**CARA Program**"). CPRA offers various membership options to public and private recreational service providers that desire to engage with and receive the benefits of the Recreational Services, including participation in the CARA Program;

**WHEREAS**, Agency is a Colorado local governmental entity and public recreational service provider. Agency is a member of CPRA and desires to participate and enroll its teams and/or competitors in the CARA Program for the 2021 youth athletic season ("**2021 Youth Season**"). Agency may also, if provided for in this Agreement, desire to provide site hosting for one or more CARA Program competitions during the 2021 Youth Season. This Agreement sets forth the terms and conditions of such CARA Program participation, enrollment, and, if applicable, competition site hosting.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. **2021 Youth Season Participation/Site Hosting.** For purposes of the 2021 Youth Season, Agency desires to participate and enroll its teams and/or competitors in the following CARA Program competitions:

- |                                     |                                   |  |  |
|-------------------------------------|-----------------------------------|--|--|
| <input type="checkbox"/> Gymnastics | <input type="checkbox"/> Lacrosse | <input type="checkbox"/> Volleyball    | <input type="checkbox"/> Denver Nuggets Skills Challenge   |
| <input type="checkbox"/> Tennis     | <input type="checkbox"/> Track    | <input type="checkbox"/> Cross Country | <input type="checkbox"/> Rockies Baseball Skills Challenge |
| <input type="checkbox"/> Swim       |                                   |  |  |

For purposes of the 2021 Youth Season, Agency desires to be considered as a site host for one or more CARA Program competitions:

- Yes                       No

2. **CARA Rules.** Agency agrees that it has been provided with and has had the opportunity to review the CARA Manual of Policies and Procedures and CARA Committee Rules (collectively, "**CARA Rules**"), and agrees to comply, and to require its employees, volunteers, athletes, officials, coaches, and spectators to comply, with the CARA Rules at all times during its participation in the 2021 Youth Season. Additionally, Agency agrees to comply, and to require its employees, volunteers, athletes, officials, coaches, and spectators to comply, with the rules of any agency providing site hosting for a CARA Program competition. CPRA and/or the host agency may request that Agency remove any athlete, official, coach, or spectator who fails to comply with the CARA Rules or host agency rules. Notwithstanding the foregoing, in the event of a conflict, direct or indirect, with this Agreement and with any CARA Rules, the terms of this Agreement shall control.

3. **Photography/Social Media Releases.** Agency is responsible to obtain appropriate photography/social media releases from the parent or guardian of any youth athletes under age 18 participating in a CARA Program competition, which photography/social media release must specifically advise that photos of the competition and/or athletes may be published or posted by CPRA in the CPRA Byline, on the CPRA website or social media pages, or in any other manner intended to celebrate or promote the CARA Program. Agency must notify CPRA prior to the date of first competition of any youth athlete for whom a photography and/or social media release was not obtained, or whose parent or guardian declined to allow their youth athlete's photograph to be used for the purposes provided in the photography/social media release.

4. **Participant Waivers and Releases.** Agency is responsible to obtain appropriate waivers and releases of personal injury claims from youth athletes age 18 or older, or the parent or guardian of any youth athletes under age 18, who are participating in a CARA Program competition. The waivers and releases must specifically advise that CPRA is not responsible for the coaching, conduct, equipment, facilities, or any other circumstances of any CARA Program-affiliated athletics, including athletics occurring at a CARA Program competition, and shall not be named as a party to any claim, demand, liability, or cause of action under any theory of law or equity arising from or relating to the same. Agency shall not permit an athlete to compete in a CARA Program competition without having first obtained a signed waiver and release from his/her parent or guardian.

5. **COVID-19 Compliance.** Agency is responsible to comply, and to ensure the compliance of its employees, volunteers, athletes, officials, coaches, and spectators, with all COVID-19 rules, regulations, and orders issued by state and federal authorities, and the local authorities of the jurisdiction in which the CARA Program competition is taking place (collectively, "**COVID Rules**"). This includes, but is not limited to, those COVID Rules related to social distancing, face coverings, and gathering size. In the

event of conflicting COVID Rules within a jurisdiction, Agency is required to comply, and to ensure the compliance of its employees, volunteers, athletes, officials, coaches, and spectators, with the most restrictive of the COVID Rules. Any Agency employee, volunteer, athlete, official, coach, or spectator who fails to comply with the COVID Rules may be removed from the CARA Program competition.

Agency is responsible to manage contact information for all of its employees, volunteers, athletes, officials, coaches, and spectators, and, in the event contact tracing becomes necessary, to report any potential or confirmed COVID-19 exposure to the applicable local health authorities.

CPRA reserves the right to cancel all or any CARA Program competition(s) at any time if, in CPRA's reasonable judgment, cancellation of such CARA Program competition(s) will mitigate community spread of COVID-19. Any such cancellation determination will be based in part on guidance or orders issued by local, state, or federal authorities in response to COVID-19. In the event of such cancellation, CPRA may, but is not obligated to, reschedule the CARA Program competition to different mutually acceptable date. CPRA will not be responsible for any costs incurred by the Agency or any CARA Program athlete, official, coach, and/or spectator arising from such cancellation.

6. **Host Agency Responsibilities.** Along with the other provisions of this Agreement, the following additional provisions apply to any CARA Program competition for which Agency serves as a site host:

a. Agency's facility will at all times remain solely the Agency's real property and responsibility. Agency will maintain general commercial property and liability insurance covering Agency's facility with policy limits not less than the monetary limits of liability established by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.* CPRA shall not be liable for any damage caused to Agency's facility during or resulting from the CARA Program competition, except for any damage caused by the intentional or negligent act of CPRA or its directors, officers, employees, volunteers, and/or agents (collectively, "**Representatives**").

b. To the extent Agency permits the use of personal property at its facility by CPRA Representatives, or any CARA Program athlete, official, coach, and/or spectator, such personal property will at all times remain solely the Agency's personal property and responsibility. CPRA shall not be liable for any damage caused to Agency's personal property during or resulting from the CARA Program competition, except for any damage caused by the intentional or negligent act of CPRA or its Representatives.

c. In accordance with Section 5, above, Agency is responsible to comply with all COVID-19 Rules applicable to its facility. In the event Agency does not maintain compliance with all COVID-19 Rules applicable to its facility, CPRA may cancel the CARA Program competition at any time, including during the CARA Program competition.

d. Agency shall prohibit alcohol from being brought, distributed, sold, or consumed during the CARA Program competition, and shall remove any individual found or reasonably believed to have brought, distributed, sold, or consumed alcohol during the CARA Program competition.

e. CPRA is not responsible for the security or safekeeping of any personal property, whether of Agency or any CARA Program athlete, official, coach, and/or spectator, while at Agency's facility, including any items of personal property that may be left, lost, damaged, or stolen, unless due to the intentional or negligent act of CPRA or its Representatives. CPRA will not pay to replace or repair any personal property that is left, lost, damaged, or stolen while at Agency's facility, regardless of the cause or reason, unless due to the intentional or negligent act of CPRA or its Representatives.

7. **Insurance and Indemnification.** Agency shall, at its sole cost and expense, procure and maintain throughout the Term of this Agreement general liability insurance covering its activities under this Agreement with policy limits not less than the monetary limits of liability established by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.* All such insurance will name CPRA as an additional insured. To the extent permitted by law, Agency shall indemnify, defend, and hold harmless CPRA and its past and current Representatives from and against any and all claims, causes of action, losses, liability, damages, costs (including, without limitation, attorneys' fees and costs), or expenses of any kind or nature whatsoever arising in whole or in part out of the intentional or negligent act or omission of the Agency or its Representatives in connection with this Agreement or the performance thereof, including breach of its terms. CPRA shall have the right to select legal counsel of its choice, notwithstanding Agency's obligation to pay for the fees, costs, and expenses incurred by such legal counsel.

8. **Relationship of the Parties/Agency Employees and Volunteers.** By entering into this Agreement, the Parties are not creating, and shall not be construed as creating, a joint venture, partnership, or any other type of legal relationship, and each Party shall remain a separate and distinct entity for all purposes under this Agreement. Neither the fact of this Agreement nor the Parties' performance of this Agreement shall in any manner alter each Party's legal rights, powers, duties, and authority, except to the extent expressly set forth in this Agreement.

All Agency employees and volunteers who work or may work on any aspect of Agency's CARA Program participation, including as related to any CARA Program competition and/or site hosting, will at all times remain solely the employees and volunteers of Agency.

Agency is solely responsible for all compensation, benefits, withholdings and deductions, and other terms and conditions of employment of its employees and volunteers. Agency is solely responsible for maintaining all benefits required by federal or state law, including unemployment compensation insurance and workers' compensation insurance. Under no circumstances will any Agency employee or volunteer be considered an employee or volunteer of CPRA.

**9. Governmental Immunity.** Nothing in this Agreement is intended to be, and shall not be construed as, a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, Agency, or its Representatives, under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

**10. Non-Appropriation.** All direct and indirect financial obligations of Agency under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. If Agency's governing body fails to appropriate funds for its obligations under this Agreement, this Agreement shall terminate on January 1 of the year for which the non-appropriation occurred, and neither Party shall have any further obligation to the other Party under this Agreement beyond the financial obligations for which Agency previously appropriated funds.

**11. CPRA Right to Cancel.** CPRA reserves the right to cancel all or any CARA Program competition(s) at any time if, in CPRA's reasonable judgment, cancellation of such CARA Program competition(s) is necessary to protect the public health and safety or due to a legitimate business reason, such as natural disaster, extreme weather, presence or outbreak of infectious disease, lack of participation, lack of staff, loss of host facility, or other reason. CPRA may, but is not obligated to, reschedule the CARA Program competition to different date. CPRA will not be responsible for any costs incurred by the Agency or any CARA Program athlete, official, coach, and/or spectator arising from such cancellation.

**12. Effective Date and Term.** This Agreement will commence on the date the last Party signs this Agreement ("**Effective Date**") and will continue in effect throughout the 2021 Youth Season. Agency may terminate this Agreement and withdraw its participation and enrollment in the 2021 Youth Season at any time upon 7 calendar days' prior written notice to CPRA; except that Agency must provide 30 calendar days' prior written notice to CPRA if such termination would affect any CPRA Program competition for which Agency is scheduled to serve as site host. CPRA may terminate this Agreement and cancel Agency's participation and enrollment in the 2021 Youth Season upon Agency's default of any term or condition of this Agreement. CPRA shall provide Agency with written notice of such default, and Agency shall have 10 calendar days following the date such notice is effective to cure the default. If such default continues uncured beyond the 10 calendar-day period, CPRA may provide written notice of termination to Agency.

**13. Notice.** Any notice permitted or required by this Agreement shall be in writing and shall be hand delivered or sent by certified or registered mail, postage prepaid, return receipt requested, to the address set forth below each Party's respective signature. The notice shall be deemed to have been given when deposited in the United States mail and shall be deemed effective 72 hours after having been given.

**14. No Third Party Beneficiaries.** This Agreement is made solely and specifically between and for the benefit of the Parties and their respective successors and permitted assigns, and no other person or entity shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

**15. Additional Terms.** Colorado law governs this Agreement. Jurisdiction and venue shall lie exclusively in the Jefferson County District Court. In performing the terms of this Agreement, the Parties shall comply fully with all federal, state, and local laws, ordinances, orders, and/or regulations. This Agreement constitutes the entire Agreement between the Parties, and all prior and contemporaneous conversations, negotiations, and possible alleged agreements and representations are merged herein. This Agreement may be amended only by a document signed by the Parties. Course of performance, no matter how long, shall not constitute an amendment to this Agreement. If any provision of this Agreement is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not be construed as a waiver of any subsequent breach of this Agreement. This Agreement shall not be assigned by either Party without the prior written consent of the other Party. This Agreement shall inure to the benefit of and be binding upon the Parties and their legal representatives, successors, and permitted assigns. In any dispute arising from or relating to this Agreement, the prevailing Party shall be awarded its reasonable attorneys' fees, costs, and expenses, including any attorneys' fees, costs, and expenses incurred in collecting upon any judgment, order, or award. This Agreement may be executed in several counterparts and by facsimile or electronic PDF, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

**Colorado Parks and Recreation Association**

**Agency:**

Signature:

Signature:

Name/Title:

Name/Title:

3474972.2

Date:

Address:

Date:

Address: