

VILLAGE OF HARRISON VOLUNTEER WAIVER AND RELEASE OF LIABILITY FORM

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.

BEFORE SIGNING THIS WAIVER AND RELEASE OF LIABILITY, READ THIS ENTIRE DOCUMENT CAREFULLY. IF YOU SIGN THIS WAIVER AND RELEASE OF LIABILITY AND AN INCIDENT OCCURS RESULTING IN INJURY OR LOSS OF PROPERTY, THEN YOU WILL BE GIVING UP LEGAL RIGHTS THAT YOU MIGHT OTHERWISE HAVE. IF YOU DO NOT UNDERSTAND ANYTHING IN THIS DOCUMENT, OR IF YOU OBJECT TO ANY PROVISION CONTAINED IN THIS DOCUMENT, YOU SHOULD NOT SIGN THIS DOCUMENT AS IT IS DRAFTED, BUT RATHER SEEK ADVICE FROM YOUR LEGAL COUNSEL. REQUESTS FOR MODIFICATIONS MAY BE DIRECTED TO THE VILLAGE/CITY ATTORNEY'S OFFICE AT 920-739-7366 WEEKDAYS BETWEEN 9AM and 4 PM.

This Volunteer Waiver and Release of Liability, executed on this __ day of _____, 20____, by the undersigned volunteer, parent, or legal guardian (the "Volunteer") in favor of the Village of Harrison and its elected officials, officers, employees, and agents (collectively "Municipality").

Waiver and Release

The Volunteer freely, voluntarily, and without duress executes this Waiver and Release under the following terms:

The Volunteer does hereby release and forever discharge and hold the Municipality harmless from any and all liability, claims, and demands, either in law or in equity, which arise or may hereafter arise from Volunteer's activities with the Municipality.

The Volunteer understands that this Waiver and Release discharges the Municipality from any liability or claim that the Volunteer may have against the Municipality with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's activities with the Municipality, **whether caused by the volunteer or by the negligence of the Municipality or its officers, directors, employees, agents, or otherwise.** **However, the Municipality and the Volunteer understand that the Municipality is not released from liability for harm incurred by the volunteer which results from the Municipality's intentional or reckless conduct.**

The Volunteer understands that the Municipality does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness to the Volunteer.

Activities

The Volunteer desires to work as a volunteer for the Municipality and engage in the activities related to being a volunteer (the “Activities”). The Volunteer understands that the activities may include participating in the construction of a park pavilion as part of Volunteer’s participation in a construction class sponsored and conducted by the Kimberly School District. The Volunteer understands that the Activities may require **operating tools, power tools, vehicles, and machinery**.

The Volunteer understands that the Activities include work that may be hazardous to the Volunteer, including, but not limited to, injuries related to and stemming from the forgoing tasks and other construction-related tasks.

The Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases the Municipality from any and all liability for injury, illness, death, or property damage resulting from the Activities and caused by the Volunteer or by the negligence of the Municipality.

Medical Treatment

The Volunteer does hereby release and forever discharge the Municipality from any claims whatsoever which arise or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer’s activities with the Municipality.

Insurance

The Volunteer understands that the Municipality does not carry or maintain health, medical, or disability insurance coverage for any volunteer. The Volunteer understands that he/she is provided with liability insurance coverage under the provisions of the Municipality’s liability insurance policy.

Each volunteer should obtain his/her own medical or health insurance coverage.

Photographic Release

The Volunteer does hereby grant and convey unto the Municipality all right, title, and interest in any and all photographic images and video or audio recordings made by the Municipality during the Volunteer’s Activities with the Municipality, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

Construction of Waiver and Release and Severability

The Volunteer expressly agrees that this Waiver and Release is intended to be as broad and inclusive as permitted by the laws of the State of Wisconsin, and that this Waiver and Release shall be governed by and interpreted in accordance with the laws of the State of Wisconsin. The Volunteer agrees that in the event that any clause or provision of this Waiver and Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause

or provision shall not otherwise affect the remaining provisions of this Waiver and Release which shall continue to be enforceable.

I have read this Waiver and Release of Liability thoroughly and fully understand and enter into it on behalf of myself, my heirs, next of kin, assigns, and personal representatives. No one has made any representations, statements, or inducements that change or modify anything written in this Waiver and Release of Liability.

Volunteer's Full Name: _____
(print name legibly) First Name Middle Last

Volunteer's Address: _____
Volunteer's Address

City State Zip

Phone (Home) Phone (Cell)

Volunteer's Signature & Date _____
Signature Date

NOTE: A PARENT OR LEGAL GUARDIAN SHOULD SIGN ABOVE IF THE VOLUNTEER IS UNDER THE AGE OF 18.

IN WITNESS WHEREOF, Volunteer and Parent/Guardian of Volunteer have executed this Waiver and Release of Liability as of the day and year first above written.

Witness's Signature & Date _____
Signature Date