

ADULT VOLUNTEER

Event Date: _____

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 ASSUMPTION OF RISK 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 RISK MANAGER'S OFFICE AT (608) 364-6667 WEEKDAYS BETWEEN 8:00 AM AND 5:00 PM.

This Volunteer Waiver and Release of Liability and Assumption of Risk (“Release”), is executed on the date this Release is signed by the undersigned in favor of the City of Beloit and its elected officials, officers, employees, and agents (collectively “City”).

Waiver and Release of Liability and Assumption of Risk

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

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

The undersigned understands that this Release discharges the City from any liability or claim that the undersigned may have against the City with respect to any bodily injury, personal injury, illness, death, or property damage that may result from undersigned’s activities with the City, **whether caused by the undersigned or by the negligence of the City or its officers, directors, employees, agents, or otherwise. In accordance with Wisconsin law, nothing in this Release should be construed as releasing, discharging or waiving any claims the undersigned may have for reckless or intentional acts on the part of the City.**

The undersigned understands that the City 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 undersigned.

Activities

I, the undersigned, desire to work as a volunteer for the City and engage in certain activities outlined below (hereinafter “Activities”) and I am sufficiently aware of the risks involved in volunteering in events of this kind. I understand the nature of the activities that I will be involved in, including, participating in the various types of activities hosted by the City, including, but not limited to:

I represent that I am physically fit and that I do not have a medical condition that would restrict me from participating in these types of physical activities. I acknowledge that there are risks associated with physical activities of this nature, including the risks of serious bodily injury and death, and I hereby assume all dangers and risks associated therewith.

I understand that I am responsible for my own behavior and agree that I will only perform tasks that I feel comfortable and safe doing, and that I am medically and physically capable of doing. I also understand it is my responsibility to safely travel to and from the volunteer site and shall not hold the City responsible for any injury I might sustain as a result of my travel to and from the volunteer site. In the event that I am transported by a City vehicle to a volunteer site, I agree to wear my seatbelt and follow all recommended safety precautions.

When I am participating in this volunteer program, I agree to cooperate promptly and fully with all directions of City personnel. I agree to follow all of City Rules and Regulations, and all applicable City, State, and Federal laws,

rules, and regulations. I understand that my failure to behave appropriately may result in being prohibited from further participating in this or other City volunteer programs.

I hereby expressly and specifically assume the risk of injury or harm in the Activities and release the City from any and all liability for injury, illness, death, or property damage resulting from the Activities and caused by me or by the negligence of the City.

Medical Treatment

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

Photographic Release

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

Insurance

The undersigned understands that the City may 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 City’s liability insurance policy. Each volunteer should obtain his/her own medical or health insurance coverage.

Construction of Waiver and Release of Liability and Assumption of Risk and Severability

The undersigned expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Wisconsin, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Wisconsin. The undersigned agrees that in the event that any clause or provision of this 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 Release which shall continue to be enforceable.

The undersigned has read this Release and thoroughly and fully understand its contents 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 Release.

PRINT LEGIBLY		
Full Name of Volunteer:		
_____	_____	_____
<small>(First Name)</small>	<small>(Middle Initial)</small>	<small>(Last Name)</small>
Street Address: _____	State: _____	Zip Code: _____
Phone Number: _____	Cell Phone Number: _____	
Signature	Date	
IN WITNESS WHEREOF, the volunteer named above has executed this Release as of the date written above.		
Witness Signature	Witness Printed Name	Date