



# Volunteer Release and Waiver of Liability

*Please Read Carefully! This is a Legal Document that Affects Your Legal Rights!*

This Release and Waiver of Liability (the "Release") is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ (the "Volunteer") in favor of the Friends of Freedom Park ("FFP"), a 501(c)(3) charitable nonprofit. FFP and its officers, directors, board members, employees, volunteers, attorneys and agents are hereinafter referred to as the ("Released Parties").

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

**1. Assumption of Risk.** The Volunteer desires to become active as a volunteer for FFP and engage in the Activities related thereto. The "Activities" include, but are not limited to, outdoor physical activities involving plants, animals, machines, and biking, use of hand tools, use of power tools, lifting heavy objects (e.g. apple crates and apple bags, maple sap buckets and containers, soil, rocks, plants and plant material, and firewood), walking or standing near moving vehicles (e.g. parking cars for events), as well as any other activities which the Volunteer may engage in while undertaking tasks or work on behalf of FFP. The Volunteer understands that as an active volunteer, while undertaking the Activities the Volunteer may be exposed to hazards including, but not limited to: weather (heat, cold, rain, snow, wind, and all weather related elements), walking or moving on uneven ground, exposure to bacteria, viruses and disease (Including potential exposure to COVID-19 or other illnesses), exposure to animals and plants and physical injury. Volunteer understands that such risks, and others, are inherent to the Activities, and hereby expressly and specifically assumes the risk of injury or harm arising from involvement in the Activities and as set forth herein releases the Released Parties from all liability for injury, illness, death, or property damage resulting from the Activities.

**2. Release and Waiver.** Volunteer individually and on behalf of the Volunteer's heirs, successors, and assigns, does hereby release and forever discharge and hold harmless the Released. Parties from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, that arise or may hereafter arise from Volunteer's Activities with FFP.

Volunteer understands that this Release discharges the Released Parties from any liability or claim that the Volunteer may have against the Released Parties with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's Activities with FFP, whether or not caused by negligence of FFP or its officers, directors, board members, employees, volunteers, or agents or otherwise. Volunteer also understands that FFP 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 death, injury or illness. This Release does not release claims for gross negligence or intentional acts on the part of the Released Parties.

**3. Covenant Not to Sue.** Volunteer further covenants and agrees not to institute any claims or legal action against any of the Released Parties for any claim released by this Agreement. Should any claim be made against any of the Released Parties in contravention of this Agreement, including but not limited to derivative claims, Volunteer will protect, defend and completely indemnify (reimburse) the affected Released Parties for any such claim and expenses including attorney's fees and cost incurred by such Released Parties or their insurance company in defense of such claims. .

**4. Lost or Stolen Property.** Volunteer understands that the Released Parties are not responsible for any lost, stolen, or damaged valuables or property of Volunteer.

5. **Medical Treatment.** Volunteer does hereby release and forever discharge the Released Parties from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's Activities with FFP.

6. **Insurance.** The Volunteer understands that, except as otherwise agreed to by FFP in writing, FFP does not carry or maintain health, medical, or disability insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage. Volunteer relinquishes any claim that Volunteer may have for insurance or medical bill reimbursement from the Released Parties.

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

8. **Policies and Rules.** The Volunteer agrees to follow all FFP policies and rules, including but not limited to all policies, guidelines, signage, and instructions. The Volunteer understands that failure to follow such policies, guidelines, signage and instructions will cause the Volunteer to be removed from the Activities of FFP.

9. **Agreement Prerequisite for Activities.** Volunteer understands that unless other arrangements are made with FFP, FFP requires the execution of this Agreement prior to undertaking any of the Activities. Volunteer understands that if Volunteer wishes to negotiate the terms of this Agreement, Volunteer may not engage in the Activities until such time as a Release acceptable to FFP has been signed. In such event, Volunteer may contact decisionmakers of FFP with contact information provided by staff in order to engage in negotiation as to the scope of a release which Volunteer and FFP find acceptable. Volunteer understands that FFP has not, at this point in time, made any promise or commitment that such negotiation will be successful or that an agreement can be reached. Volunteer understands that on-site staff do not have authority to waive the terms of this Release and that if Volunteer wishes to negotiate a different agreement Volunteer must reach out to such decisionmakers, separately as set forth herein.

10. **Other.** Volunteer 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. Volunteer also 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.

11. VOLUNTEER UNDERSTANDS THAT THIS AGREEMENT CONTAINS DEFEND AND INDEMNIFY LANGUAGE WHICH MAY MAKE VOLUNTEER LEGALLY RESPONSIBLE FOR DAMAGES AND EXPENSES IN THE EVENT A THIRD PARTY SUES ANY OF THE RELEASED PARTIES, OR IN THE EVENT VOLUNTEER SUES ANY OF THE RELEASED PARTIES.

By signing below, it is the Volunteer's understanding and intent to enter into this Release and Waiver of Liability willingly and voluntarily.

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature (Parent/ guardian if under 18)