

Waunakee Neighborhood Connection

Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement

THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (“Agreement”) IS A LEGALLY BINDING EXPRESS STATEMENT OF RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT. Please read this Agreement in its entirety before signing below.

Waunakee Neighborhood Connection Inc. (“WNC”) is a nonstock, nonprofit corporation organized and existing under the laws of the State of Wisconsin. In consideration for being permitted to provide volunteer services to WNC, the undersigned volunteer (“Volunteer”) hereby understands and agrees as follows:

- 1. Volunteer Services.** The scope of Volunteer’s relationship with WNC is limited to a volunteer position and no wages will be paid in exchange for services provided by Volunteer. Furthermore, WNC will not provide and benefits traditionally associated with employment to Volunteer. WNC does not assume any responsibility for or obligation to provide the Volunteer with financial or other assistance, including without limitation medical, health and/or disability benefits of insurance. Volunteer expressly waives any such claim for compensation or liability from WNC. Volunteer’s service is at will and can be terminated, for any reason, or for no reason at all, and with or without advance notice at any time by WNC or by the Volunteer.
- 2. Release.** Volunteer releases and forever discharges WNC and each of its past, present and future officers, directors, representatives, employees, principals, agents, attorneys, insurers, successors and assigns from any and all claims, demands, obligations, interests, suits, actions, liability or causes of action, at law or in equity, whether arising by contract, statute, common law or otherwise, both direct and indirect, of whatsoever kind or nature which arise or may hereafter arise from the Volunteer services provided to WNC or while Volunteer is providing Volunteer services to WNC.
- 3. Waiver.** Volunteer waives, absolutely and forever, any and all claims, demands, obligations, interests, suits, actions, liability or causes of action, at law or in equity, whether arising by contract, statute, common law or otherwise, both direct and indirect, of whatsoever kind or nature which arise or may hereafter arise from the Volunteer services provided to WNC or while Volunteer is providing volunteer services to WNC.
- 4. Assumption of Risk.** Volunteer may be involved in physical activities that have a potential risk of injury including without limitation heavy lifting, overuse injury and injury which occurs while transporting items. Volunteer assumes the risk. Volunteer agrees to only perform activities Volunteer is comfortable doing and following all instructions.
- 5. Indemnification.** Volunteer agrees to defend, indemnify and hold WNC (together with its past, present and future officers, directors, representatives, employees, principals, agents, attorneys, insurers, successors and assigns) from any and all claims, demands, obligations, interests, suits, actions, liability or causes of action, at law or in equity, whether arising by contract, statute,

common law or otherwise, both direct and indirect, of whatsoever kind or nature which arise or may hereafter arise from the Volunteer services provided to WNC or which arise while Volunteer is providing Volunteer series to WNC.

6. **Medical Treatment.** Volunteer releases and forever discharges WNC (together with its past, present and future officers, directors, representatives, employees, principals, agents, attorneys, insurers, successors and assigns) from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my services as a volunteer with WNC.
7. **Photographic Release.** I grant and convey to WNC all right, title and interests in any and all photographs, images, video, or audio recordings of me or my likeness or voice made by WNC in connection with my providing volunteer services to WNC.
8. **Governing Law.** This Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Wisconsin and that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Wisconsin. Volunteer agrees that in the event that any clause or provision of this Agreement is deemed invalid, the enforceability of the remaining provisions of this Agreement shall not be affected.

By signing below, I express my understanding to enter into this Agreement willingly and voluntarily. Volunteer under the age of 18 MUST have this Agreement signed by a parent or legal guardian.

Volunteer Signature

Date

Signature of Parent/Guardian

Date