



## **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 STATEMENT Please read this Agreement in its entirety before signing below.

Waunakee Neighborhood Connection Inc. ("Neighborhood Connection") 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 NEIGHBORHOOD CONNECTION, the undersigned volunteer ("Volunteer") hereby understands and agrees as follows:

- 1. Volunteer Services.** The scope of Volunteer's relationship with Neighborhood Connection is limited to a volunteer assignment and no wages will be paid in exchange for services provided by Volunteer. Furthermore, Neighborhood Connection will not provide any benefits traditionally associated with employment to Volunteer. Neighborhood Connection does not assume any responsibility to provide the Volunteer with financial or other assistance including, without limitation, medical, health and/or disability benefits or insurance. Volunteer expressly waives any such claim for compensation or liability from Neighborhood Connection. Volunteer's service is at will and can be terminated for any reason, and with or without advance notice, at any time by Neighborhood Connection or by the Volunteer.
- 2. Release.** Volunteer releases and forever discharges Neighborhood Connection 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 Neighborhood Connection or while Volunteer is providing Volunteer services to Neighborhood Connection.
- 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 Neighborhood Connection or while Volunteer is providing volunteer services to Neighborhood Connection.
- 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 to follow all instructions.
- 5. Indemnification.** Volunteer agrees to defend, indemnify, and hold harmless Neighborhood Connection (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 Neighborhood Connection

or which arise while Volunteer is providing Volunteer services to Neighborhood Connection.

6. **Medical Treatment.** Volunteer releases and forever discharges Neighborhood Connection (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 services as a volunteer with Neighborhood Connection.
7. **Photographic Release.** I grant and convey to Neighborhood Connection all right, title, and interests in any and all photographs, images, video, or audio recordings of me or my likeness or voice made by Neighborhood Connection in connection with my providing volunteer services to Neighborhood Connection.
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. Any volunteer under the age of 18 MUST also have this Agreement signed by a parent or legal guardian.

\_\_\_\_\_

Print Name

\_\_\_\_\_

Date

\_\_\_\_\_

Volunteer Signature

\_\_\_\_\_

Date

If Under 18 years of age

\_\_\_\_\_

Signature of Parent/Guardian

\_\_\_\_\_

Date