

**CITY OF APPLETON  
WAIVER AND RELEASE OF LIABILITY FORM  
FOR VOLUNTEERS, INTERNS, JOB SHADOWING AND RIDE ALONG PARTICIPANTS**

**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 HAD. IF THERE IS ANYTHING IN THIS DOCUMENT THAT YOU DO NOT UNDERSTAND 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 CITY ATTORNEY'S OFFICE AT 920-832-6423 WEEKDAYS BETWEEN 8:00 AM AND 4:00 PM.**

This Waiver and Release is executed on the date entered below by the undersigned (the "Volunteer") in favor of the City of Appleton and its elected officials, officers, employees, agents and the like (collectively the "City").

**WAIVER AND RELEASE**

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

1. For good and valuable consideration including Volunteer's ability to participate in a City sponsored activity or activities, Volunteer (or parent/guardian on behalf of Volunteer who is under 18 years of age) agrees on behalf of Volunteer and Volunteer's heirs, assigns and the like, to hold harmless, indemnify and defend the City of Appleton and its officers, officials, employees and agents from and against any and all liability, loss, damage, expenses, costs (including attorney fees) arising in any way out of Volunteer's participation in the City sponsored activity or activities including, but not limited to, any acts or omissions to act which the Volunteer may commit. However, the City and Volunteer understand that the City is not released from liability for harm incurred by Volunteer which results from the City's intentional or reckless conduct.
2. The Volunteer understands that the activity Volunteer is participating in may involve hazards that are either known or unknown that may subject the Volunteer to the risk of personal injury or death and damage to property and, with that understanding, Volunteer hereby expressly and specifically assumes all risk of injury or harm associated with the activity and releases the City from any and all liability for injury, illness, death or property damage resulting from the Activities and caused by Volunteer or by the negligence of the City.
3. The Volunteer further understands that the City does not assume any responsibility for or obligation to provide financial assistance or other assistance to Volunteer including,

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but not limited to medical, health, workers compensation or disability insurance in the event of injury or illness. To that end, Volunteer warrants and represents that Volunteer has consulted with a medical doctor with regard to Volunteer's personal medical needs and represents that Volunteer will not engage in any activity for which Volunteer has not received clearance from a medical doctor. Volunteer is aware of any applicable personal medical needs and conditions and has arranged through insurance or otherwise to meet any and all need for payment of medical costs that may accrue or occur while Volunteer is participating in the activity.

4. The City may, but is not obligated to, take any action it considers warranted under the circumstances regarding Volunteer's health and safety and Volunteer 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 Volunteer's activities with the City.

**EARLY TERMINATION OF SERVICES OR ACTIVITY**

The City reserves the right to terminate Volunteer's services or the activity itself at any time with or without cause or notice. Volunteer agrees that although Volunteer is not an employee of the City, Volunteer will act in accordance with all applicable City policies while engaged in the activity.

**PHOTOGRAPHIC RELEASE**

The Volunteer does hereby grant and convey unto the City all right, title and interest in any and all images and video or audio recordings made by the City during Volunteer's activities with the City 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 agreement shall be governed and interpreted by Wisconsin law. It is further agreed that nothing in this Waiver and Release shall be construed as a waiver, replacement or forfeiture of any other legal rights and defenses available to the City. The Volunteer agrees that in the event any clause or provision of this Waiver and Release is deemed 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.

[SIGNATURES BEGIN ON THE NEXT PAGE]

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<b>General Description of Activity</b>

<b>Activity Date(s) (Approximate)</b>	
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<b>Volunteer's Name and Address Parent/Guardian Information if Volunteer is under 18</b>	<b>Emergency Contact Name and Phone Number</b>

<b>Affiliated Organization</b>

I CERTIFY THAT I AM AT LEAST 18 YEARS OF AGE AND HAVE READ THE PRECEDING WAIVER AND RELEASE OF LIABILITY THOROUGHLY AND I FULLY UNDERSTAND ITS TERMS AND CONDITIONS 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 Signature: _____	Date: _____
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**IF VOLUNTEER IS UNDER AGE 18, PARENT/GUARDIAN MUST COMPLETE THIS SECTION**

AS PARENT, GUARDIAN OR TEMPORARY GUARDIAN WITH LEGAL RESPONSIBILITY FOR THE VOLUNTEER, I CERTIFY THAT I HAVE READ THE PRECEDING WAIVER AND RELEASE OF LIABILITY AND BY SIGNING BELOW CONSENT TO THE NAMED MINOR VOLUNTEER'S PARTICIPATION SUBJECT TO THE TERMS AND CONDITIONS OF THE WAIVER AND RELEASE. NO ONE HAS MADE ANY REPRESENTATIONS, STATEMENTS OR INDUCEMENTS THAT CHANGE OR MODIFY ANYTHING WRITTEN IN THIS WAIVER AND RELEASE OF LIABILITY.

<b>Name of Minor Volunteer (please print):</b> _____
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_____ Signature of Parent or Guardian of Minor Volunteer	Date: _____
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_____ Printed Name of Parent or Guardian
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<b>For Office Use Only</b>
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