



TOWN OF MIDDLETON – PARK COMMISSION VOLUNTEER REGISTRATION & RELEASE FORM

GOAL:

Enhance community activity in Town of Middleton by providing opportunities for community members and organizations to directly contribute to the health and wellbeing of its parks, conservancies, and trail system.

IMPLEMENTATION AND EXECUTION:

- Group or individual submits project/activity proposal to Town Park Commission.
- Group or individual provides details, duration and status of project to Park Commission.
- Scope of the proposal may affect response time. For a small project proposal, the Town may approve immediately. A larger impact proposal may require Park Commission review at the next scheduled meeting.
- Park Commission may confer with the Public Works and Town Services Committee and will either approve the proposal or make a recommendation to the Town Board.

PROGRAM OPTIONS:

#1 - The 'Adopt a Park, Conservancy, or Trail' Program

#2 - The 'Help a Park, Conservancy, or Trail' Program

The '**Adopt a Park, Conservancy, or Trail**' program encourages ongoing community involvement in either of the two general aspects:

- Monitor: Allow individuals and organizations to monitor and provide feedback on the physical conditions of a park, conservancy, or trail.
- Maintain: Allow individuals and organizations to commit and participate in basic maintenance operations required by a park, conservancy, or trail.

The '**Help a Park, Conservancy, or Trail**' program encourages single instance community involvement in the below general aspect:

- One Time Maintenance or Repair: Allow individuals and organizations to commit to a single need rather than adopting for a period of time. A few hours applied to maintaining or repairing our parks, conservancy, and trail system goes a long way. Please tell us your idea below. We appreciate all levels of involvement, large or small.

DONATIONS:

Land and Monetary donations to the park, conservancy, and trail system can be proposed anytime. Monetary donations under \$1,000 without conditions (other than a condition that the monetary donation be used to benefit a specific park, conservancy or trail) may be made any time to the Town of Middleton. Larger monetary donations, donations with conditions or donations of land or personal property such as equipment require acceptance by the Town Board after recommendation by the Park Committee. Please contact the Town with any questions pertaining to donations.

—TOWN OF—
MIDDLETON
Wisconsin

REGISTRATION FORM: (All fields required) Today's Date: _____

If registering multiple volunteer efforts, please use multiple forms.

(Notice: The information provided below may be public record upon submission of this document)

Name of Volunteer (group or individual): _____

Representative of Volunteer (group or individual): _____

- All group participants will need to complete and sign the group waiver form.

Representative Contact Phone: _____

Representative Contact Email: _____

Representative Mailing Address:

A) Please identify the park, conservancy, or trail that you are addressing with this volunteer effort:

B) What is your Volunteer Commitment: [] **Adopt** or [] **Help**

C) Please indicate your proposed schedule for the work so town staff knows when to expect you:

—TOWN OF—
MIDDLETON
Wisconsin

D) Please provide a description of the volunteer act(s) that you are looking to contribute:

E) If town resources are required, please identify below:

F) Are there additional documents/maps/photos you'd like to reference with this form? If so, please describe them here and attach with your submittal:



PARTICIPATION FORM (All fields required)

Thank you for agreeing to join the people who volunteer their time and talent to the Town of Middleton. Your service is vital to our success. Please read the following information carefully and sign where indicated.

I, _____, (referred to as “the Volunteer”

Please print your name here

throughout the rest of this document).

1) Town of Middleton will expect the following from the Volunteer:

- The Volunteer will perform their volunteer duties in a professional manner under the direction and control of Town of Middleton staff or their designee;
- The Volunteer will work according to a mutually agreeable schedule, but if something comes up that prevents the Volunteer from working, the Volunteer will notify his/her supervisor as soon as possible;
- The Volunteer will contribute to a cooperative working relationship between and among Town of Middleton staff and other volunteers; and
- The Volunteer will comply with established Town policies and procedures, including safety rules.

2) Insurance.

- The Volunteer understands that he/she is not a Town of Middleton employee and is not entitled to compensation in any form, including but not limited to wages. As a non-employee, the Volunteer further understands that he/she does not qualify for worker’s compensation benefits if injured while performing volunteer work, and therefore, the Volunteer should have personal medical insurance.
- If the Volunteer drives a motor vehicle as part of his/her Volunteer duties, the Volunteer understands that he/she must have a valid Wisconsin driver’s license and that Town of Middleton is not responsible for any damage to the vehicle which may occur during his/her volunteer services, and therefore, the Volunteer should have personal automobile insurance under these circumstances.
- The Volunteer understands that Town of Middleton carries general liability insurance and the Volunteer may be eligible for legal defense and indemnification by Town of Middleton if someone brings a claim against the Volunteer based upon the services performed by the Volunteer in good faith for Town of Middleton.

3) The Volunteer grants permission for his/her photo to be taken and used in any promotional material produced by the Town of Middleton.



**WAIVER OF RIGHTS, RELEASE OF LIABILITY AND
INDEMNIFICATION AGREEMENT**

(Volunteer)

(Date of Birth)

(Phone)

(Address)

(City)

(State)

In exchange for the Town of Middleton (Town) allowing Volunteer to participate in any way in the program or activities (the "Activities") described in the attached volunteer proposal, Volunteer agrees as follows:

1. Acknowledgment of Risk

I acknowledge that the risks inherent in participation in the Activities may result in personal injury, illness, permanent disability, and death. I recognize that participation in the Activities involves other inherent risks, and that all such risks cannot be described as a part of this document.

I understand that due to my participation in the Activities, there is a risk to have contact with individuals, who have been exposed to and/or have been diagnosed with one or more communicable diseases, including but not limited to COVID-19 or other medical conditions, diseases, or maladies, and it is impossible to eliminate the risk that Volunteer could be exposed to and/or become infected through contact with or close proximity with an individual with a communicable disease. I understand that this risk still exists even with additional safety regulations, social distancing practices, personal protective equipment, frequent hand washing and disinfection of equipment and facilities, and other attempts to limit the spread of communicable diseases. Some risks associated with such exposure to and/or infection with a communicable disease include personal injury, illness, permanent disability, and death

Accordingly, if I believe I need more information regarding the Activities before I waive my rights and agree to indemnify others as described below, I acknowledge that I may seek additional information, or I may refuse to participate in the Activities. The Activities are completely optional, and I am under no obligation to participate in this program. Failure to participate will not have any negative consequences.

2. Waiver of Rights and Release of Liability

I hereby release, waive and discharge the Town, its board members, employees, agents, and other volunteers (“Releasees”) from all liability, claims, and causes of action based upon the negligent acts or omissions of the Releasees arising in connection with my participation in the Activities described above; provided, however, that this waiver and release does not address injury, damage, or loss resulting from the intentional or reckless acts of any Releasee.

3. Indemnification and Hold Harmless

I agree to indemnify and hold harmless the Releasees from and against all losses, damages, monetary awards, and expenses, including all costs and reasonable attorney fees, incurred in connection with any claims of negligence on the part of a Releasee brought by myself, my Parent(s) and/or Legal Guardian(s), my spouse, my other family members, or my heirs, successors, assigns, and legal representatives, for any injury, illness, disease, death, or damage to property, arising from or in connection with my participation in the Activities described above. Notwithstanding the foregoing, this hold harmless and indemnification agreement does not address losses, damages, monetary awards, and expenses arising from the intentional or reckless acts of any Releasee.

4. Opportunity to Negotiate

You are encouraged to carefully review the contents of this Waiver of Rights, Release of Liability, and Indemnification Agreement and take the time you feel is necessary to review it thoroughly. DO NOT SIGN this Agreement unless you understand and agree to the terms and conditions of this Agreement. You may wish to consult an attorney. IF YOU WISH TO NEGOTIATE any of the terms of this Agreement and propose modifications, deletions, or additions, please contact the Town office at (608) 833-5887 prior to signing and executing this Agreement. If you do not contact the Town office prior to signing and executing this Agreement, the Town understands that you are accepting the terms and conditions as set forth above, and that you do not wish to pursue any further negotiations regarding the terms and conditions of this Agreement.

5. Miscellaneous

The parties agree that the provisions of this Waiver of Rights, Release of Liability, and Indemnification Agreement are severable, and that the invalidity or unenforceability of any one or more of the provisions or clauses hereof, or any portion thereof, shall not affect the validity or enforceability of the other provisions or clauses of this Agreement, or any other portion thereof. The terms of this Agreement constitute the entire agreement and understanding between the parties concerning these subject matters. This Agreement is made pursuant to and shall be construed according to the laws of the State of Wisconsin.



I CERTIFY THAT I HAVE READ THIS WAIVER OF RIGHTS, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT, MAY TAKE THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS AND ASSUMING SUBSTANTIAL RESPONSIBILITIES BY SIGNING BELOW, AND SIGN BELOW VOLUNTARILY.

Volunteer Signature _____ Date _____
(Each member of any Volunteer Group must sign a waiver.)

Parental Consent/Agreement (for Volunteers under the age of 18)

This is to certify that I am the parent or guardian with legal responsibility for this child-volunteer, and that I agree with and consent to this child-volunteer's participation in the Activities described above. I have reviewed the entire participation form and join the **Waiver of Rights, Release of Liability and Indemnification Agreement** as provided above.

Volunteer's Parent/Guardian:

Please print name & relationship to the child-volunteer: _____

Signature: _____ Date: _____

Please return to (via mail or email):

Park Chair, Town of Middleton Parks Commission

7555 West Old Sauk Road

Verona, WI 53593

Phone: (608)833-5887

parkchair@town.middleton.wi.us



From all of us at the Town of Middleton and the Park Commission...

THANK YOU FOR YOUR INVOLVEMENT AND VOLUNTEER EFFORTS! EVERY BIT OF
COMMUNITY CONTRIBUTION IS VALUED AND APPRECIATED!

----- The below portion to be completed by the Town -----

Approvals

Public Works & Town Services

Committee: _____ Date: _____

Park Commission: _____ Date: _____

Authorization for Volunteer to Proceed

Town Official _____ Date: _____