



TOWN OF  
**MIDDLETON**  
*Wisconsin*

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**WAIVER OF RIGHTS, RELEASE OF LIABILITY, AND  
INDEMNIFICATION AGREEMENT (Volunteer)**

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(Volunteer)

(Date of Birth)

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(Phone)

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(Address)

(City)

(State)

Description of Volunteer Activity:

In exchange for the Town of Middleton (Town) allowing Volunteer to provide volunteer park facility maintenance or improvement services, Volunteer agrees as follows:

**1. Acknowledgment of Risk**

I understand that due to my participation as a parks Volunteer, that 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. "Parks" includes all parks, conservancies and recreational facilities in the Town.

Some risks associated with such exposure to and/or infection with a communicable disease include personal injury, illness, permanent disability, and death. Such risks may include, but are not limited to: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestions or runny nose, nausea or vomiting, diarrhea, heart problems, fainting, blood clots, seizures, kidney damage, liver problems or damage, Guillain-Barre syndrome, coughing up blood, rashes or lesions, exacerbation of existing medical conditions, loss of appetite, swollen eyes, and pediatric multisystem inflammatory syndrome.

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[www.town.middleton.wi.us](http://www.town.middleton.wi.us) | [info@town.middleton.wi.us](mailto:info@town.middleton.wi.us)

**I acknowledge that the risks listed above, along with other risks inherent to participation in volunteer maintenance or improvement programs, may result in personal injury, illness, permanent disability, and death.** I recognize that participation in such programs involves other inherent risks, and that all such risks cannot be described as a part of this document.

Accordingly, if I believe I need more information regarding volunteering for park improvement or maintenance 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. These activities are completely optional, and I am under no obligation to participate in these activities. 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 volunteer activity 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 the volunteer activity 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.**

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

\_\_\_\_\_  
(Volunteer)