

CITY OF WEST ALLIS VOLUNTEER WAIVER AND RELEASE OF LIABILITY FORM

This Volunteer Waiver and Release of Liability, executed on this 18th day of May, 2019 by _____ (the "Volunteer") in favor of the City of West Allis and its elected officials, officers, employees, and agents (collectively "Municipality").

WAIVER AND RELEASE

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

The Volunteer does hereby release and forever discharge and hold the Municipality harmless from any and all liability, claims, and demands, either in law or in equity, which arise or may hereafter arise from Volunteer's activities with the Municipality. The Volunteer understands this Waiver and Release discharges the Municipality from any liability or claim the Volunteer may have against the Municipality with respect to any bodily injury, personal injury, illness, death, or property damage that may result from the Volunteer's activities with the Municipality, whether caused by the Volunteer or by the negligence of the Municipality or its officers, directors, employees, agents, or otherwise. **However, the Municipality and the Volunteer understand the Municipality is not released from liability for harm incurred by the Volunteer which results from the Municipality's intentional or reckless conduct.**

The Volunteer understands the Municipality does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness to the Volunteer.

ACTIVITIES

The Volunteer desires to work as a volunteer for the Municipality and engage in the activities related to being a volunteer (the "Activities"). The Volunteer understands the activities may include, but not be limited to, cleaning up along areas that may be steep and hazardous, cleaning up near highways or roads that may have motor vehicle traffic, picking up broken glass, rusty cans, and other potentially dangerous trash, and cleaning up in or near an area that may contain harmful pollutants. The Volunteer understands the Activities may require, but not be limited to, bending, lifting, walking, tossing, carrying, reaching, crouching, twisting, turning, moving among/around vehicles, and interacting with citizens.

The Volunteer understands the Activities include work that may be hazardous to the Volunteer. Such hazards include, but are not limited to, slipping, tripping, falling; sprains, strains, breaks, bumps, bruises, abrasions and other injuries from bending, twisting, turning, crouching, reaching, and from moving, tossing, lifting and carrying items; injuries if struck by a vehicle; cuts up to and including amputation and death; auditory damage from loud noise; damage to the eyes, skin and respiratory system from exposure to chemicals, exhaust and other substances; damaging exposure to rain, wind, and sun.

The Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases the Municipality from any and all liability for injury, illness, death, or property damage resulting from the Activities and caused by the Volunteer or by the negligence of the Municipality.

MEDICAL TREATMENT

The Volunteer does hereby release and forever discharge the Municipality from any claims whatsoever which arise or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's activities with the Municipality.

INSURANCE

The Volunteer understands the Municipality does not carry or maintain health, medical, or disability insurance coverage for any volunteer. The Volunteer understands he/she is provided with liability insurance coverage under the provisions of the Municipality's liability insurance policy. Each volunteer should obtain his/her own medical or health insurance coverage.

I have read this Waiver and Release of Liability thoroughly and fully understand 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.

Participant Name (print) Participant's Signature / Legal Guardian's Signature Date

Street Address City State Zip Code Phone