

**CITY OF ONALASKA VOLUNTEER  
WAIVER AND RELEASE OF LIABILITY FORM**

**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. IF YOU DO NOT UNDERSTAND ANYTHING IN THIS DOCUMENT, 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 608-784-1605 WEEKDAYS BETWEEN MONDAY THROUGH FRIDAY 8 AM TO 4 PM.**

This Volunteer Waiver and Release of Liability, executed on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_ (the "Volunteer") in favor of the City of Onalaska and its elected officials, officers, employees, and agents (collectively "City of Onalaska").

**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 City of Onalaska 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 City of Onalaska .

The Volunteer understands that this Waiver and Release discharges the City of Onalaska from any liability or claim that the Volunteer may have against the City of Onalaska with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's activities with the City of Onalaska, **whether caused by the volunteer or by the negligence of the City of Onalaska or its officers, directors, employees, agents, or otherwise.** However, the City of Onalaska and the Volunteer understand that the City of Onalaska is not released from liability for harm incurred by the volunteer which results from the City of Onalaska 's intentional or reckless conduct.

The Volunteer understands that the City of Onalaska 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 City of Onalaska and engage in the activities related to being a volunteer (the "Activities"). The Volunteer understands that the activities may include (SEE ATTACHED SHEET) \_\_\_\_\_.

The Volunteer understands that the Activities may require **[LIST EXAMPLE(S): RIDE A POWER MOWER, ETC.]** (SEE ATTACHED SHEET) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_.

The Volunteer understands that the Activities include work that may be hazardous to the Volunteer, including, but not limited to, **[DESCRIBE THE HAZARDS ASSOCIATED WITH THE VOLUNTEER ACTIVITY]** (SEE ATTACHED SHEET) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_.

The Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases the City of Onalaska 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 City of Onalaska.

**Medical Treatment**

The Volunteer does hereby release and forever discharge the City of Onalaska 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 City of Onalaska.

**Insurance**

The Volunteer understands that the City of Onalaska does not carry or maintain health, medical, or disability insurance coverage for any volunteer. The Volunteer understands that he/she is provided with liability insurance coverage under the provisions of the City of Onalaska's liability insurance policy.

Each volunteer should obtain his/her own medical or health insurance coverage.

**Photographic Release**

The Volunteer does hereby grant and convey unto the City of Onalaska all right, title, and interest in any and all photographic images and video or audio recordings made by the City of Onalaska during the Volunteer's Activities with the City of Onalaska, 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 Waiver and Release shall be governed by and interpreted in accordance with the laws of the State of Wisconsin. The Volunteer agrees that in the event that any clause or provision of this Waiver and Release shall be held to be 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.

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.

**Volunteer's Full Name:**

(print name legibly)

\_\_\_\_\_  
First Name Middle Last

**Volunteer's Address:**

\_\_\_\_\_  
Volunteer's Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone (Home) Phone (Cell)

**Volunteer's Signature & Date**

\_\_\_\_\_  
Signature Date

IN WITNESS WHEREOF, Volunteer and Parent/Guardian of Volunteer have executed this Waiver and Release of Liability as of the day and year first above written.

**Witness's Signature & Date**

\_\_\_\_\_  
Signature Date

## Volunteer Sports Coaches and Sports Program Leaders

### **The Volunteer understands that the activities may include, but is not limited to:**

- Attending coaches meetings or training
- Organizing and developing practice and game plans
- Being responsible for and handling confidential information
- Being responsible for the safety of the participants
- Driving to and from practices/games/tournaments
- Providing minor first aid to participants

### **The Volunteer understands that the Activities may require, but is not limited to:**

- The ability to coordinate eyes, hands, feet and limbs in performing the movements required to demonstrate the skills of the sport
- Swinging, hitting, kicking, throwing, tossing, etc. of sports equipment to demonstrate skills
- The ability to exert variable physical effort from sedentary to very heavy physical demands, which may involve lifting, carrying, pushing, pulling and occasional bending
- Frequent bending and twisting
- Moderate, short to intermittent use of force with subjects and ability to react with sudden movements, which may involve heavy demand
- Reaching to shoulder height frequently and above/below shoulder height occasionally
- Frequent carrying of objects of varying weight and shapes (balls, bats, equipment bags, scoreboards)
- A combination of standing, walking or running up to 3 hours at a time
- Continual speaking, talking, instructing for extended periods of time
- The ability to sustain prolonged visual concentration
- Walking, running, jumping, dodging obstacles, climbing, crawling, dragging, pushing/pulling objects or people

### **The Volunteer understands that the Activities include work that may be hazardous to the Volunteer, including, but not limited to:**

- Being in wet, snowy, muddy, slippery, dusty and un-level surface conditions
- Being in extreme cold (down to 10 degrees) or extreme heat (up to 105 degrees)
- Being caught in rain or snow storms, some may contain lightning or other hazardous conditions
- Driving in snowy, slippery, rainy or other types of wet/slippery conditions
- Being struck by thrown, batted, kicked or shot: balls, pucks, bats, helmets, or any other types of sports equipment
- Tripping, slipping or falling on/over sports equipment including but not limited to bats, balls, helmets, catchers gear, cones, bases, sticks, pucks, pads, etc.