



**Parks, Recreation &  
Forestry Department**

**VOLUNTEER WAIVER AND RELEASE OF LIABILITY FORM  
Recreation Volunteer**

***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.**

This Volunteer Waiver and Release of Liability, executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (the "Volunteer") in favor of the City of Baraboo, Wisconsin 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 that this Waiver and Release discharges the Municipality from any liability or claim that the Volunteer may have against the Municipality with respect to any bodily injury, personal injury, illness, death, or property damage that may result from 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 that 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 that 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 that the Activities may require use of basic hand tools, work with the public, physical activity, work in all weather conditions including cold, heat, rain, wind, snow, etc. The Volunteer understands that the Activities include work that may be hazardous to the Volunteer, including, but not limited to, work in a public place with people who may display various behaviors towards others, work with kids of different learning abilities and reactions, work with physical activity that may cause illness or injury, work with moving parts or equipment that can cause pinched skin, cuts, scrapes, bruises or other injuries with physical work expectations. 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. Volunteer will not participate in any activity in which they are not comfortable and safe with what they are asked to do.

