



Town of Lake Mills, 1111 South Main Street, Lake Mills, WI 53551

Clerk's Office (920)648-5867 [www.townoflakemills.org](http://www.townoflakemills.org)

## Town of Lake Mills Volunteer Waiver and Release of Liability Form

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 Volunteer Waiver and Release of Liability Form you will give up and forfeit any legal rights that you might otherwise have if an incident occurs resulting in injury or loss of property. If there are questions or objections in regards to the Volunteer Waiver and Release of Liability Form, you should not sign, but rather consult legal advice from your own legal counsel. Any modifications to the document are not permitted unless approved by the Town of Lake Mills Board and the Town of Lake Mills Town Attorney by contacting the Town of Lake Mills Clerk at: [townoflakemillsclerk@gmail.com](mailto:townoflakemillsclerk@gmail.com)

This Volunteer Waiver and Release of Liability, executed on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_ (the "Volunteer") in favor of the Town of Lake Mills and its elected board officials and agents.

### Waiver and Release

The Volunteer understands that the Volunteer would not be permitted to participate in Volunteer Activities as described below unless the Volunteer signs this Volunteer Waiver and Release of Liability Form.

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 ~~the~~ hold the Town of Lake Mills 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 Town of Lake Mills.

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



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

The Volunteer has been given the opportunity and has been encouraged to seek independent legal advice prior to signing this Volunteer Waiver and Release of Liability Form.

Town of Lake Mills Volunteer Activities:

The Volunteer desires to work as a Volunteer for the Town of Lake Mills and engage in activities related to being a Volunteer. Activities may include but is not limited to the following: Township property clean up, construction, directing pedestrian safety, attending and performing training, etc.

Description of intended volunteer tasks and requirements related to the task(s). See attached sheet if necessary

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The Volunteer hereby expressly and specifically assumes the risk of injury or harm in the activities and releases the Town of Lake Mills 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 Town of Lake Mills.

#### Medical Treatment

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

#### Insurance

The Volunteer understands that the Town of Lake Mills does not carry or maintain health, medical or disability insurance coverage for any Volunteer. Each Volunteer should obtain his/her own health/medical insurance coverage.



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### Media/Photographic Release

The Volunteer does hereby grant and convey unto the Town of Lake Mills all right, title and interest in any and all media/photographic article, images and video or audio recordings made by the Town of Lake Mills during the Volunteer's Activities with the Town of Lake Mills, including, but not limited to, any royalties, proceeds, or other benefits derived from such media release, photographs or recordings.

### Waiver and Release and Severability

The Volunteer expressly agrees that this Volunteer Waiver and Release of Liability Form is intended to be as broad and inclusive as permitted by the laws of the State of Wisconsin, and that this Volunteer Waiver and Release of Liability Form 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 Volunteer Waiver and Release of Liability Form shall be held 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.

This Volunteer Waiver and Release of Liability Form contains the entire agreement between the Town and the Volunteer and its terms are contractual and not a mere recital.

I have read this Volunteer Waiver and Release of Liability Form 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 the Waiver and Release of Liability Form.



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**VOLUNTEER WAIVER AND RELEASE OF LIABILITY FORM**

Volunteer's Full Name: \_\_\_\_\_  
First Middle Last

Volunteer's Legal Guardian: \_\_\_\_\_  
(if under 18) First Middle Last

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

\_\_\_\_\_  
City/Town/Village State Zip Code

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

Volunteer's Emergency Contact: \_\_\_\_\_  
First Middle Last

Volunteer's Emergency Contact Number \_\_\_\_\_

Volunteer's Signature and Date: \_\_\_\_\_  
Signature Date

Volunteer's Legal Guardian Signature and Date: \_\_\_\_\_  
(If under 18) Signature Date