**RELEASE AND WAIVER OF LIABILITY**

**PLEASE READ CAREFULLY ~ THIS IS A LEGAL DOCUMENT**

**THAT AFFECTS YOUR LEGAL RIGHTS**

This Release and Waiver of Liability (the “Release”), executed on this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a minor child (the “Volunteer”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the parent having legal custody and/or the legal guardian of the volunteer (the “Guardian”), in favor of Riverview Gardens, a nonprofit corporation, their directors, officers, employees and agents. The Volunteer and Guardian desires to work as a volunteer for Riverview Gardens and engage in the activities related to being a volunteer (the “Activities”). The Volunteer and Guardian understands that the activities may include working at Riverview Gardens, working in the Riverview Gardens offices***,*** *and* ***consuming food donated for the work****.*

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

1. **Waiver and Release.** Volunteer does hereby release and forever discharge and hold harmless Riverview Gardens and its successors and assigns from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteer’s Activities with Riverview Gardens. Volunteer understands that this Release discharges Riverview Gardens from any liability or claim that the Volunteer may have against Riverview Gardens with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer’s Activities with Riverview Gardens, whether caused by the negligence of Riverview Gardens or its officers, directors, employees, or agents or otherwise. Volunteer also understands that Riverview Gardens 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.

2. **Medical Treatment.** Volunteer does hereby release and forever discharge Riverview Gardens from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer’s Activities with Riverview Gardens

3. **Assumptions of the Risk.** The Volunteer understands that the Activities may be hazardous to the Volunteer. Volunteer hereby expressly and specifically assumes the risk of injury or harm in these Activities and releases Riverview Gardens from all liability for injury, illness, death, or property damage resulting from the Activities.

4. **Insurance.** The Volunteer understands that, except as otherwise agreed to by Riverview Gardens in writing, Riverview Gardens does not carry or maintain health, medical, or disability insurance coverage for any Volunteer**. *I understand that the insurance carried by Riverview Gardens is secondary coverage. If injured on the worksite, I understand that I must file a claim with my primary*** ***insurance carrier before filing any claim with Riverview Gardens’*** ***insurance carrier. Each Volunteer is expected and*** ***encouraged to arrive with medical or health insurance coverage in effect.*** ***EACH VOLUNTEER IS EXPECTED AND ENCOURAGED TO OBTAIN HIS OR HER OWN MEDICAL OR HEALTH*** ***INSURANCE COVERAGE.***

5. **Photographic Release.** Volunteer does hereby grant and convey unto Riverview Gardens all right, title and interest in any and all photographic images and video or audio recording made by Riverview Gardens during the Volunteer’s Activities with Riverview Gardens, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

**6. Other.** Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Wisconsin, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Wisconsin. Volunteer agrees that in the event that any clause or provision of this release shall be held to be invalid by any court or compete jurisdiction, the invalidity of such clause shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

**Emergency Contact Information**

Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Relationship: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Doctor’s name (if any): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Doctor’s phone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Please list any medical conditions or allergies of which we should be aware:***

**BACKGROUND**

**Have you ever been convicted or have charges pending of a felony or misdemeanor? YES/NO**

**Do you have to perform community service hours? YES/NO If yes, how many hours? \_\_\_\_\_\_**

If yes, on a separate sheet of paper, please explain 1) nature of the crime, 2) date of conviction or charged, and 3) state in which convicted or charged. Convictions are not an automatic disqualification from volunteer service. However, failure to provide complete and accurate information relating to criminal convictions will result in immediate removal from volunteer service. If you are unsure how to complete this information, please contact the Director of Resource Management. Riverview Gardens values the safety of children, our employees, volunteers and the families we serve. In order to provide volunteer opportunities for members of the community, we conduct criminal background and sex offender registry checks on volunteers, in accordance with Riverview Gardens’ written policies.

**IN WITNESS WHEREOF, Volunteer has executed this Release and consents to a criminal background and sex offender registry check, in accordance with Riverview Gardens written policies, as of the day and year first above written**.

Volunteer’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Volunteer’s Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Volunteer’s Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Volunteer’s Phone #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Volunteer’s Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent/Guardian’s: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Parent/Guardian’s Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness’ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Witness’ Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness’ Phone #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**How did you hear about us? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Are you a Veteran? YES/NO**

**\_\_\_\_ I want to receive the your eNewsletter (check here and include email address above)**