

## Maywood Volunteer Service Waiver of Liability

### PLEASE PRINT

Volunteer Name: \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

The City of Sheboygan, Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the Environmental Park Trust of Sheboygan County appreciate the volunteer support received from Association members and community members in operating the Ellwood H. May Environmental Park (Maywood) and its programs and services. Volunteers increase the City, Association and Trust's capacity to provide environmental park services to the general public without great increases in expenditures. In addition to managing its expenditures, the City, Association, and Trust must manage their risk. Therefore, they cannot assume financial or other responsibility for damage, injury, or loss that volunteers may incur in the course of providing services. Please read and sign the statement set forth below as assurance that you understand and accept this requirement.

By signing below, I agree to the following for myself or my minor child:

I, the undersigned, have been informed by the City, Association, and Trust (forthwith referred to as Maywood) that I can perform services and that said services will be performed without compensation from Maywood.

I, in order to avail myself of volunteer opportunities, recognize and assume any and all risks pertaining thereto, and hereby release and indemnify the City, its officials, officers and all other personnel of the City, the Association, its employees, officers, and all other personnel of the Association, and the Trust its employees, officers, and all other personnel of the Trust from any and all liability whatsoever for any injuries, damages and claims I, the undersigned, my heirs, dependents and assigns may sustain in and about the work place or in any other way during the course of my voluntary service.

I am fully aware that I am not under contract or hire, either express or implied, with Maywood that I would not be considered an "employee" as defined in Wis. Stats 102.07 so as to entitle me to Worker's Compensation benefits in the event I am injured performing said services for the City, Association, and/or Trust.

I understand and acknowledge that neither the City of Sheboygan nor Ellwood H. May Environmental Park Association of Sheboygan County, Inc. nor the Environmental Park Trust of Sheboygan County are responsible or liable for any personal injury, property damage, or property loss which I may incur through my performance of volunteer services or through my participation in related activities whether on Ellwood H. May Environment Park (Maywood) premises or elsewhere.

I have carefully read this release of liability and understand its contents. I understand that I have the right to request different release of liability terms by negotiating a separate agreement. However, by signing this release, I waive the right to negotiate different terms and agree to the terms contained herein.

☒ I have read and agree to the above waiver. Dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Participant's Signature: \_\_\_\_\_

Date of birth if minor (under 18) Day \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_

Parent/Guardian signature (if minor): \_\_\_\_\_

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

**Maywood, 3615 Mueller Road, Sheboygan, WI 53083 920.459.3906**

Completed and signed waiver must be on file at the time volunteer activities are preformed.

A photocopy of this waiver will be provided to a volunteer upon request.

## Maywood Photo Release

Maywood often uses photographs, slides, films and other images or recordings of participants and volunteers for educational, programmatic, public relations and accountability purposes. Such photographs or other illustrative material may be used in newsletters, media presentations, or publications produced by Maywood. Neither individual addresses nor telephone numbers will be published within these materials.

### Participant Information – 1 form per person

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

#### Please carefully read the release and sign and date below:

I understand that photos, videos, audio recordings, and/or written descriptions of activities, volunteer or otherwise, may be created by and used for legitimate publicity and promotion purposes by the City of Sheboygan, Ellwood H. May Environmental Park, the Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and The Environmental Park Trust of Sheboygan County (hereby collectively referred to as Maywood). I hereby waive my rights of privacy or publicity and grant permission to Maywood to use any photographs, motion pictures, videotapes, recordings, or other record of my activities for any legitimate purpose. I grant to the aforementioned, their representatives, and employees the right to take photographs, videos, and/or audio recordings of me and my property in connection with activities I perform on premise (Maywood) or elsewhere. I authorize the aforementioned, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that the aforementioned may use such photographs, videos, and/or audio recordings of me with or without my name and for any lawful purpose, including but not limited to such purposes as publicity, illustration, advertising, and Web content. I hereby waive all rights I may have to any claims for payment or royalties in connection with any use, exhibition, streaming, web casting, televising or other publication of these materials, regardless of the purpose or sponsoring of such use, exhibiting, broadcasting, web casting or other publication irrespective of whether a fee for admission or sponsorship is charged. I also waive any right to inspect or approve any photo, video, or audio recording taken by Maywood or the person or entity designated to do so by Maywood.

I have carefully read this release and understand its contents. I understand that I have the right to request different release of liability terms by negotiating a separate agreement. However, by signing this release, I waive the right to negotiate different terms and agree to the terms contained herein.

☐ I do NOT agree to the above waiver and do not wish images of myself/minor child to be used by Maywood.

☐ I have read and agree to the above waiver. Dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Participant's Signature: \_\_\_\_\_

Date of birth if minor (under 18) Day \_\_\_\_\_ Month \_\_\_\_\_ Year \_\_\_\_\_

Parent/Guardian signature (if minor): \_\_\_\_\_

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

**Maywood, 3615 Mueller Road, Sheboygan, WI 53083 920.459.3906**

If you have questions about this policy, please contact the Trust Administrator at the address or phone number above.