



**FRIENDS OF PHEASANT BRANCH CONSERVANCY
VOLUNTEER RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

Version 20220921a

The Friends of Pheasant Branch Conservancy (“FOPBC”), a Wisconsin nonprofit organization, at times engages in field activities in and around the Pheasant Branch Conservancy, Wisconsin, under the auspices and direction of other organizations (e.g., Dane County Parks Department, City of Middleton). FOPBC activities may include working with volunteers who participate in such activities. In order to be a volunteer with FOPBC, you must read, understand, and agree to the following terms of this Agreement. Please indicate your consent by signing below.

- 1) I desire to work as a volunteer with FOPBC and engage in the activities related to being a volunteer with FOPBC (the “Activities”).
- 2) I understand that my services are being offered on a voluntary basis without anticipation of financial remuneration.
- 3) I understand that the Activities include work that may present a risk of injury and may take place in a location or under conditions that may be dangerous to me.
- 4) I will volunteer only for Activities that I am physically and mentally capable of participating in without injury.
- 5) I hereby release, waive, forever discharge, indemnify and hold harmless, and covenant not to sue FOPBC and its successors and assigns from any and all negligence and liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from any participation in any Activities.
- 6) I understand and agree to discharge FOPBC from any liability or claims that I may have against FOPBC with respect to any bodily injury, personal injury, illness, death, or property damage that may result from participation in the Activities, whether or not caused by the negligence of FOPBC.
- 7) I further understand that FOPBC 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, and I do hereby release and forever discharge FOPBC from any claim whatsoever which arises or may arise on account of first aid treatment, or service rendered in connection with the Activities.
- 8) I expressly grant and convey unto FOPBC all right, title, and interest in any and all photographic images and video or audio recordings made by FOPBC during the Activities, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
- 9) I have read this Agreement, fully understand its terms, understand that I have given up rights by signing it, and have signed it freely and without any inducement or assurance of any nature.
- 10) I intend this Agreement to be a complete and unconditional release of all liability to the greatest extent allowed by the laws of the State of Wisconsin, and I agree that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Wisconsin. I further agree that if any portion of the Agreement is held invalid by any court of competent jurisdiction, then the balance of the Agreement shall continue in full force and effect.

I have read, understand, and agree to the terms set forth herein.

Volunteer name (please print)

Volunteer signature

Date

Email address (optional)

Emergency contact (optional)

**PARENTAL CONSENT
FOR VOLUNTEER UNDER THE AGE OF 18**

I, _____ [please print name]
am the parent or legal guardian having custody of
_____ [please print name of
volunteer] a minor child, and as such, I hereby authorize and
give him/her any permission to volunteer with FOPBC
according to the terms set forth herein.

Parent/Guardian signature

Date