

**VOLUNTEER AGREEMENT TO RELEASE, WAIVE AND DISCHARGE LIABILITY  
FOR THE BENEFIT OF THE FRIENDS OF POPE FARM CONSERVANCY, INC. AND  
THE TOWN OF MIDDLETON, DANE COUNTY, WISCONSIN**

The Friends of Pope Farm Conservancy, Inc. (and their successors and assigns) (hereafter "Friends") is a Wisconsin nonprofit corporation and the Town of Middleton (and their successors and assigns) (hereafter "Town") is a municipal corporation located in Dane County, Wisconsin. The undersigned, as a Volunteer, wishes to participate in the Town volunteer program to provide volunteer services for the benefit of the Pope Farm Conservancy (hereafter "Conservancy") located in and owned and managed by the Town of Middleton, by donating my own free time for the betterment of the Town and the Conservancy.

As a condition to and in consideration of my being allowed to do work at and provide volunteer services (hereafter "Activities") along with other volunteers to the Conservancy, the Town and the Friends, I have read and I understand and agree to the following terms and provisions:

- 1] All of the work and services, i.e., Activities, which I provide are done as a volunteer for no compensation or remuneration of any kind or in any amount. I will not volunteer to provide Activities unless I have decided for myself that I am physically capable and mentally competent to safely and effectively engage in such Activities. At the same time, I understand that most of my Activities will be provided in an outdoor environment which may be or could become dangerous or hazardous and I hereby agree to assume the risk of and be totally responsible for my own personal safety, conduct and well-being.
- 2] From time to time, my Activities may be preceded by training and/or accompanied by supervision provided by the Town and/or the Friends. Notwithstanding such training and/or supervision, I agree that I will continue to be totally responsible for my own personal safety, conduct and well-being.
- 3] In the performance of and while engaging in the Activities, I knowingly and expressly agree to and do hereby release, waive and forever discharge the Friends and the Town and their respective officers, directors, employees and volunteers of and from any and all liability for damage, loss, injury, illness, expense, property damage or death and from any and every claim, demand, action or cause of action arising or resulting from or by reason of my participation in any way or to any extent in the Activities, including but not limited to personal injuries, illness, property damage or death. This release, waiver and discharge applies to all causes of liability or damage, loss, injury, illness, expense, property damage or death, whether in law or in equity or whether known or unknown or foreseen or unforeseen, including the negligent actions of the Town and/or the Friends and their respective officers, directors, employees and volunteers or the negligent actions of other volunteers participating in the Activities or users of the Conservancy. However, this release, waiver and discharge shall not apply to liability for damages, losses, injuries, illnesses, expenses, property damage or death caused by the intentional misconduct of the Town and/or the Friends and their respective officers, directors, employees and volunteers.
- 4] As the undersigned volunteer, I agree to work with the Friends and the Town to minimize the risk of injury to me. To this end, I agree that I will not use any power equipment, axes or saws nor apply herbicides, pesticides or toxic chemicals to or on the Conservancy without the express pre-approval of the Town. "Passive" tools such as shovels, spades, pruning shears and similar hand tools can be used in the normal course of the Activities without special permission.
- 5] I expressly grant and convey to the Friends all right, title and interest in and to any and all photographic images and video or audio recordings made by the Friends during the Activities, including but not limited to, any royalties, proceeds or other benefits derived from such photographs, video or recordings.

6] I accept this Agreement as a complete and unconditional release, waiver and discharge of all liability to the greatest extent allowed by the laws of the State of Wisconsin and 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 this Agreement is held to be invalid by any court of competent jurisdiction, then the balance of this Agreement shall continue in full force and effect.

Without condition or limitation, I state that I have carefully read the foregoing Agreement of Release, Waiver and Discharge and I have a complete understanding of the contents hereof and I sign this Agreement freely and without coercion of any kind or extent.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Volunteer

Member:            Yes    No

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_  
Email address of Volunteer

**Parental or Guardian Consent**  
**of Volunteer under the age of 18 years**

I, \_\_\_\_\_, the (Parent/legal guardian) of the above Volunteer, a minor, hereby agree to bind myself and the minor Volunteer to the terms of this Release, Waiver and Discharge Agreement. I further state that I have carefully read the foregoing Agreement and I have a complete understanding of its contents and meaning and I sign this Agreement of my own free will, assuming liability and responsibility for the conduct and Activities of said minor Volunteer.

\_\_\_\_\_  
Signature of Parent or Guardian

Date: \_\_\_\_\_