



Volunteer Waiver of Liability

Thank you for volunteering! We greatly appreciate your involvement with the Windmill and commitment to the community. Best practices require that we have an accurate record of all volunteers. This is an annual form where you agree to release Little Chute Windmill, Inc. of all liability while volunteering in the windmill, visitor center or on our grounds.

This Release and Waiver of Liability (the "Release") executed on this _____ day of _____ 20____, by _____ (the "Volunteer") in favor of Little Chute Windmill, Inc., a non-profit corporation, their directors, officers, employees, and agents (collectively, "Windmill"). The Volunteer desires to work as a volunteer for the Windmill and engage in the activities related to being a volunteer (the "Activities"). The Volunteer understands that the Activities may include manual and physical labor in the windmill, interaction with the mechanics of the windmill, contact with the public, participating in special events and fundraisers, office work and work on the grounds. The Volunteer hereby freely, voluntarily, and without duress executes this Release under the following terms:

Release and Waiver: Volunteer does hereby release and forever discharge and hold harmless the Windmill 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 the Windmill.

Volunteer understands that this Release discharges The Windmill from any liability or claim that the Volunteer may have against The Windmill with respect to any bodily injury, personal injury, illness, death, or property damage that may result from the Volunteer's Activities with The Windmill, whether caused by the negligence of The Windmill or its officers, directors, employees, or agents or otherwise. Volunteer also understands that The Windmill 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.

Medical Treatment: Volunteer does hereby release and forever discharge The Windmill 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 The Windmill.

Assumption of the Risk: The Volunteer understands that the Activities includes work that may be hazardous to the Volunteer, including, but not limited to, operation of the windmill, manual and physical labor, interaction with the mechanics of the windmill, contact with the public, participating in special events and fundraisers, office work and work on the grounds.

Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases The Windmill from all liability for injury, illness, death, or property damage resulting from the Activities.

Insurance: The Volunteer understands that, except as otherwise agreed to by The Windmill in writing, The Windmill does not carry or maintain health, medical, or disability insurance for any Volunteer. **Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.**

Photographic Release: Volunteer does hereby grant and convey unto The Windmill all rights, title, and interest in any and all photographic images and video or audio recordings made by The Windmill during the Volunteer's Activities with The Windmill, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

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 of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

IN WITNESS WHEREOF, Volunteer has executed this Release as of the day and year first above written.

Volunteer Name (Print Please) : _____

Volunteer Signature: _____

Today's Date: _____

******* If the volunteer is under the age of 18 a parent or legal guardian must sign.*******

Parent Signature: _____ (if 18 or under)

In case of emergency, please contact:

Name _____

Relation _____

Address _____

Phone _____