

## VOLUNTEER RELEASE AND WAIVER OF LIABILITY

*Thank you for volunteering at the Hamilton Wood Type & Printing Museum, a division of the Two Rivers Historical Society, Inc. (the "Museum"). Your time and efforts are greatly appreciated and we sincerely hope you find your volunteer activities to be educational and rewarding.*

1. I, \_\_\_\_\_, agree to perform the Volunteer Activities (as defined below) to which I am assigned to the best of my abilities and in a professional manner. I understand and acknowledge that as a volunteer authorized by the Museum, there are certain risks related to the activities in which I engage. In consideration of the above, I hereby state, acknowledge and affirm that:
  - a. I hereby release, waive and discharge the Museum and its respective affiliated organizations, parents, officers, directors, agents, contractors, subcontractors, members and employees (the "Released Parties") from all liability to me and to my spouse, conservators, guardians or other legal representatives, assigns, children, heirs and next of kin (each as applicable) (collectively the "Releasing Parties") for any and all claims, demands, losses or damages on account of any injury, death, or damaged property, arising out of my participation in the Volunteer Activity, including, without limitation, my use of and attendance at Museum facilities.
  - b. I understand that my participation in the Volunteer Activities is done on a purely voluntary basis. I understand and acknowledge participating in the Volunteer Activities involves being near, picking up, moving, and possibly utilizing items such as equipment and machinery, some of which is large and mechanical in nature and is a potentially hazardous if operated or if handled, stacks of wood type, cabinets, storage units, racks of tools and other property, and other heavy stacks of items (the "Volunteer Activities"). I understand that participating in such Volunteer Activities can cause injuries, including potentially severe physical and emotional injuries, and severe social and economic losses. Injuries may include, but are not limited to, muscle strains/pulls, back injuries, cuts, scrapes, bruising, loss of fingers or limbs, concussions, brain injuries, ingesting poisonous materials, hearing/vision loss, loss of potential earning power, loss of mental capacity, and any other injury that can result from the Volunteer Activities. In some cases, this may even cause death. I am familiar with the potential risks involved in the Volunteer Activities, and I voluntarily assume all such risk. I acknowledge that I have the opportunity to inspect any materials used in connection with the Volunteer Activities as well as the areas in which I will be volunteering, and either have done so or will do so, and I hereby waive any claim I may have with respect to engaging in the Volunteer Activities. I further represent that I am in good physical condition and will not engage in any Volunteer Activities that cause any internal physical strain to myself.
  - c. I acknowledge Museum is not providing any compensation to me nor is the Museum providing me with any health insurance for my Volunteer Activities. Should the need arise, I further hereby release the Released Parties from any claims whatsoever which arise on account of any first aid, treatment or services rendered to me in connection with my performing the Volunteer Activities.
  - d. The intent of this Release and Waiver is to waive any and all claims I or any of the Releasing Parties may have against the Released Parties as a result of my participation in Volunteer Activities to the maximum extent allowed under the law.
2. The numbered paragraphs of this Release and Waiver of Liability are severable.
3. I have considered that if this waiver of liability was not as broad as it is, the ability for me to participate in the Volunteer Activity at the Museum's facilities may not be possible, and as I want to participate in the Volunteer Activity, I waive the right to bargain for different waiver of liability terms.

**BY EXECUTING BELOW, THE VOLUNTEER ACKNOWLEDGES ON BEHALF OF HIMSELF/HESELF AND THE VOLUNTEER'S SPOUSE, IF APPLICABLE, THAT HE/SHE HAS THOROUGHLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTANDS THAT IT IS A WAIVER AND RELEASE OF LIABILITY. BY SIGNING THIS DOCUMENT, THE UNDERSIGNED IS WAIVING ANY RIGHT HE/SHE, HIS/HER SPOUSE, HEIRS AND/OR ASSIGNS, ANY MINOR CHILD, OR ANY THIRD PARTY MAY HAVE TO BRING ANY AND ALL LEGAL ACTION OR ASSERT ANY AND ALL CLAIMS AGAINST THE RELEASED PARTIES ARISING FROM THE VOLUNTEER PERFORMING VOLUNTEER ACTIVITIES.**

**THE VOLUNTEER ON BEHALF OF HIMSELF/HERSELF AND HIS/HER SPOUSE (IF APPLICABLE), REPRESENT AND WARRANT THAT HE/SHE IS EXECUTING THIS WAIVER AND RELEASE FREELY AND WILLFULLY AND NOT UNDER ANY FRAUD OR DURESS AND HE/SHE FURTHER REPRESENTS THAT HE/SHE HAS HAD SUFFICIENT TIME TO REVIEW AND CONSIDER THE IMPACT OF EXECUTING THIS WAIVER AND RELEASE.**

**CAUTION!**

**READ BEFORE SIGNING. YOU ARE WAIVING IMPORTANT RIGHTS BY SIGNING THIS WAIVER AND RELEASE. CONSULT AN ATTORNEY IF YOU DO NOT UNDERSTAND ANY PROVISION IN THIS AGREEMENT.**

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

\_\_\_\_\_  
Name of Volunteer (please print)

\_\_\_\_\_  
Date