



## **RELEASE AND INDEMNITY AGREEMENT**

Whereas, the undersigned has voluntarily elected to participate and assist the Town of Elba in Volunteer Events; and

Whereas, the undersigned desired to do so at his/her own risk and recognizing the possible inherent danger to his/her person and property resulting there from; and

Whereas, the Town of Elba does not wish to be liable for any damages arising from personal injuries and/or property damage sustained:

Now, therefore, in consideration of the promises and other good and valuable consideration, the undersigned does hereby for him/herself, spouse, heirs, executor or administrator, and personal representatives:

(a) assume full responsibility for any personal injury or damage to his/her person or property which may occur, directly or indirectly, while on the Town of Elba premises or while accompanying any employee of the Town of Elba while in the performance of their duties during the Volunteer Events; and

(b) fully and forever release and discharge the Town of Elba, its agents and employees, from any and all claim demands damage, rights of action, or causes of action, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of the undersigned's being on any or all of the Town of Elba premises or while accompanying any such employee during the Volunteer Events; and

(c) Indemnify and hold harmless of the Town of Elba, its agents and employees, for any acts or conduct of the undersigned of whatever kind of nature whatsoever, while on any and all of the Town of Elba premises or while accompanying any such employee during the Volunteer Events; and

(d) agree to defend and to pay any costs or attorney's fees as a result of any action brought by or against the Town of Elba, its agents and employees, for any acts or conduct of the undersigned of whatever kind of nature whatsoever, while accompanying any such employee during the Volunteer Events; and

(e) if under 18 years of age, a parent or legal guardian of participant must sign this release and indemnity agreement; and

(f) agree that it is the intent of the undersigned that this Release and Indemnity Agreement be in full force and effect at any time after the execution hereof; and

(g) understand that substantial rights have been given up by signing this Release and Indemnity Agreement, and that it is being signed freely and voluntary without any inducement, assurance or guarantee being made.

Mailing Address: PO Box 191, Columbus WI 53925

Town Hall Address: N3799 County Road T

(920) 728-0269

clerk@townofelba.wi.gov

Website: townofelba.com



## Town of Elba Volunteer Form

### All Information Must be Provided for Approval

|  |   |
|--|---|
| <b>Name:</b>                                       | <b>Signature (if under 18- Parent):</b> |
|  |   |
| <b>Address:</b>                                    |   |
|  |   |
| <b>Date of Birth:</b>                              | <b>School Year (if applicable):</b>     |
|  |   |
| <b>Telephone #:</b>                                | <b>Occupation:</b>                      |
|  |   |
| <b>Person to be notified in case of emergency:</b> | <b>Event:</b>                           |
|  |   |
| <b>Emergency telephone #:</b>                      | <b>Date:</b>                            |
|  |   |
| <b>Submitted By:</b>                               | <b>Approved By:</b>                     |
|  |   |
| <b>Date Submitted:</b>                             |   |
|  |   |