

Superior Public Museums

RELEASE AND WAIVER OF LIABILITY

This release and waiver of liability (the "Release") executed on this _____ day of _____, 20____, by _____ (the "Volunteer") in favor of the City of Superior, a municipal corporation, its directors, officers, employees, and agents (collectively "the City"). This also includes other Non Profit 501c3 entities such as the Great Lakes Shipwreck Preservation Society, (GLSPS) Lake Superior Maritime Museum Association (LSMMA) and Wisconsin Underwater Archeology Association (WUAA). The Volunteer desires to work as a volunteer for the Superior Public Museums and engage in the activities related to being a volunteer. The Volunteer does hereby freely, and without duress, execute this Release under the following terms:

1. **Waiver and Release.** The Volunteer does hereby release and forever discharge and hold harmless the City of Superior WI, Superior Public Museums, GLSPS, LSMMA, WUAA and its successors and assigns from all liability, claims, and demands of whatever nature, either in law or in equity, which arise or may here after arise from the Volunteer's work for the Superior Public Museums, GLSPS, LSMMA and WUAA. The Volunteer understands and acknowledges that this Release discharges the City of Superior WI and the Nonprofit 501c3 organizations from any liability or claim that the Volunteer may have against any of for mentioned with respect to any bodily injury, personal injury, illness, death, or property damage that may result from the activities involved in volunteering for the Superior Public Museums, GLSPS, LSMMA, or WUAA. The Volunteer also understands that, except as otherwise agreed to by the City of Superior WI, GLSPS, LSMMA, and WUAA in writing, the above-mentioned entities do 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.
2. **Medical treatment.** Except as otherwise agreed to by the City of Superior, GLSPS, LSMMA, and WUAA in writing, the Volunteer does hereby release and forever discharge the City of Superior WI, GLSPS, LSMMA, and WUAA from any claims whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's work for the City of Superior, GLSPS, LSMMA and WUAA.
3. **Assumption of Risk.** The Volunteer understands that work for the Superior Public Museums may include activities that may be hazardous to the Volunteer. In connection thereto, the Volunteer recognizes and understands that activities at the Superior Public Museums locations may, in some situations, involve inherently dangerous activities. The volunteer hereby expressly and specifically assumes the risk of injury or harm in their activities and releases the City of Superior, GLSPS, LSMMA, and WUAA from all liability for injury, illness, death, or property damage resulting from the activities of the Volunteer's work for the Superior Public Museums.
4. **Insurance.** The Volunteer understands that, except as otherwise agreed to by the City of Superior, GLSPS, LSMMA, or WUAA in writing does not carry or maintain health, medical, or disability insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to arrive with medical or health insurance coverage in effect.

5. **Photographic Release.** The Volunteer does hereby grant permission to be photographed and/or videotaped during the operation of the project and for the photographs to be used for publicity and promotion of this project and similar projects in the future.

6. **Other.** The 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. The Volunteer agrees that in the event that any clause or provision of the Release shall be held to be invalid by a court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of the Release which shall continue to be enforceable,

7. **COVID-19 Safety Information:** While participating as a Volunteer, "social distancing" must be practiced and face coverings worn at all times to reduce the risks of exposure to COVID-19. Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, preventative measures have been put in place to reduce the spread of COVID-19. However, there is no guarantee that participants, volunteers, or others in attendance will not become infected with COVID-19.

Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist.

I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties; and

I hereby knowingly assume the risk of injury, harm and loss associated with the Activity, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

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

Volunteer Signature