

# Heartland Farm Sanctuary

Release and Waiver of Liability—Staff, Volunteers, and Guest Visitors

*Important: Read this waiver carefully before signing. Waiver applicable 1 year from date of signature.*

## Release and Waiver of Liability

This Release and Waiver of Liability (the "Release") executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ in favor of HEARTLAND FARM SANCTUARY, INC., a nonprofit corporation organized and existing under the laws of the State of Wisconsin, USA and each of their directors, officers, employees, and agents (collectively, "Heartland"). The employee, volunteer, or visitor desires to work for Heartland and/or engage in the activities related to being an employee, volunteer, or visitor for animal care, special events, and/or other activities. I, the employee/volunteer/visitor, hereby freely and voluntarily, without duress, execute this Release under the following terms:

**1. Waiver and Release.** I release and forever discharge and hold harmless Heartland, the Maxwell Family LLC, 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 my activities at Heartland and/or the Maxwell property. I understand and acknowledge that this Release discharges Heartland from any liability or claim that I (adult or minor) may have against Heartland with respect to bodily injury, personal injury, illness, death, or property damage that may result from participation in Heartland activities. It is also understood that Heartland 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, illness, death or property damage.

**2. Insurance.** I understand that I expressly waive any such claim for compensation or liability on the part of Heartland beyond what may be offered freely by the representative of Heartland in the event of such injury or medical expense.

**3. Medical Treatment.** I hereby release and forever discharge Heartland from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my time at Heartland.

**4. Assumption of Risk.** I understand that my participation at Heartland may include activities that may be hazardous to me including, but not limited to, animal handling and care activities, loading and unloading of animal supplies, and transportation to and from activity sites. Also I recognize and understand that the time at Heartland may, in some situations, involve inherently dangerous activities. I hereby expressly assume the risk of injury or harm in these activities and release Heartland from all liability for injury, illness, death or property damage resulting from the activities during my time at Heartland.

**5. Photographic Release.** I grant and convey unto Heartland all right, title, and interest in any and all photographic images and video or audio recordings made by Heartland during my participation with Heartland.

**6. Other.** I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Wisconsin in the United States of America, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Wisconsin. I agree 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.

**To express my understanding of this Release, I sign here.**

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

Signature : \_\_\_\_\_

Street Address: \_\_\_\_\_ Phone: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Email: \_\_\_\_\_

Organization \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Medical Conditions \_\_\_\_\_

**If staff/volunteer/visitor is under the age of 18 (a minor), this Release and Waiver of Liability must also be signed by a parent or guardian.**

Name of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Parent/Guardian \_\_\_\_\_