## ACCEPTANCE OF RISKS AND RESPONSIBILITYAGREEMENT AND RELEASE OF LIABILITY

This Acceptance of Risks and Responsibility Agreement and Release of Liability ("Agreement and Release") is executed by:\_\_\_\_\_\_\_\_\_(please print first and last name ("Participant")) and is issued to MILWAUKEE PUBLIC TELEVISION AND MILWAUKEE AREA TECHNICAL COLLEGE ("MATC" or "COLLEGE").

Participant has volunteered to provide support services for MATC/MILWAUKEE PBS, as a voluntary service to MILWAUKEE PBS and MATC. Participant understands that he/she is <u>not</u> an employee of MILWAUKEE PBS or MATC, and that he/she has not been offered employment or compensation for his/her voluntary services at the MATC/MILWAUKEE PBS. Participant wishes to support the fundraising activities of MILWAUKEE PBS and has freely chosen to donate his/her time to service of MILWAUKEE PBS without expectation of compensation or benefits for such services.

Participant understands that there are certain dangers, hazards, and risks inherent in volunteering. These may include, but are not limited to risk of injury from lifting, lowering or moving items, risk of injury from sitting, standing, moving and operating equipment such as telephones, computer systems and risks associated with transport to and working in a warehouse environment. In certain circumstances, these dangers can include damage/destruction to property, severe bodily injury, and even death.

Participant agrees to exercise reasonable care at all times with respect to Participant's own safety and with respect to the safety of others. Participant agrees to abide by all rules, policies and procedures of MILWAUKEE PBS and MATC that are set forth in any guidelines or publications related to volunteer activities, as any additional rules, policies and procedures of the location of the Activity including any posted safety notices and cautionary notices. Participant certifies that he/she has no health-related issues that would preclude or restrict participation in the Activity.

Participant acknowledges that s/he may be exposed to certain information, which is confidential and proprietary information and not generally known to the public ("Confidential Information"). For purpose of this Agreement, Confidential Information shall include all information or material but is not limited to credit card numbers, addresses, and phone numbers. Participant agrees s/he will take appropriate steps to protect Confidential Information from unauthorized disclosure. Participant agrees that he/she will not disclosure such Confidential Information.

Accordingly, Participant, on behalf of him/herself, the Participant's spouse (if applicable), the Participant's heirs, assigns, related individuals and related entities, does hereby WAIVE, RELEASE, AND DISCHARGE MILWAUKEE PBS and MATC, including its Board of Trustees/Directors, administrators, officers, employees, teachers, agents and insurers, from any and all claims, causes of action, suits, damages, or liabilities sounding in negligence, which the Participant has, shall have, or may have in the future against the COLLEGE arising out of, based on, related to, or connected with, the Participant's participation in the Activity. This release of liability does not, however, apply to any intentional or reckless acts or conduct by the COLLEGE.

This Agreement and Release shall be governed by the laws of the State of Wisconsin, which shall be the forum for any lawsuits filed under, or incident to, this Agreement and Release.

[See the back of this document for signature section.]

By signing this document, Participant acknowledges that s/he is fully informed of the contents of this Agreement and Release, and represents that s/he understands it. Participant is not relying on any oral or written representations, statements or inducements, apart from those made in this Agreement and Release.

Participant is at least eighteen (18) years of age, and is competent to sign this document. If Participant is a minor under the age of eighteen (18), the parent and/or guardian acknowledges they are competent to sign this document on behalf of the Participant.

## By signing this Agreement and Release, you give up substantial legal rights. Read and understand this entire document before you sign it.

Participant

Date

Parent/Legal Guardian (Signature required if Participant is under age 18.) Date

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