



New Berlin Police Department

16300 West National Avenue, New Berlin WI 53151 • (262) 782-6640 • nbpolice.org

WAIVER AND RELEASE OF LIABILITY FORM

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.

BEFORE SIGNING THIS WAIVER AND RELEASE OF LIABILITY, READ THIS ENTIRE DOCUMENT CAREFULLY. IF YOU SIGN THIS WAIVER AND RELEASE OF LIABILITY AND AN INCIDENT OCCURS RESULTING IN INJURY OR LOSS OF PROPERTY, THEN YOU WILL BE GIVING UP LEGAL RIGHTS THAT YOU MIGHT OTHERWISE HAVE. IF YOU DO NOT UNDERSTAND ANYTHING IN THIS DOCUMENT, OR IF YOU OBJECT TO ANY PROVISION CONTAINED IN THIS DOCUMENT, YOU SHOULD NOT SIGN THIS DOCUMENT AS IT IS DRAFTED, BUT RATHER SEEK ADVICE FROM YOUR LEGAL COUNSEL. REQUESTS FOR MODIFICATIONS MAY BE DIRECTED TO THE CITY ATTORNEY'S OFFICE AT (262) 549-8181 WEEKDAYS BETWEEN 8:30 a.m. and 5:00 p.m.

This Waiver and Release of Liability, executed on this ___ day of _____, 20___, by _____ (the "undersigned") in favor of the City of New Berlin and its elected officials, officers, employees, and agents (collectively "City").

Waiver and Release

The undersigned freely, voluntarily, and without duress executes this Waiver and Release under the following terms:

The undersigned does hereby release and forever discharge and hold the City harmless from any and all liability, claims, and demands, either in law or in equity, which arise or may hereafter arise from the undersigned's activities with the City

The undersigned understands that this Waiver and Release discharges the City from any liability or claim that the undersigned may have against the City with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Undersigned's activities with the City, **whether caused by the undersigned or by the negligence of the City or its officers, directors, employees, agents, or otherwise.** **However, the City and the undersigned understand that the City is not released from liability for harm incurred by the undersigned which results from the City's intentional or reckless conduct.**

The undersigned understands that the City 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 or illness to the undersigned.

Activities

The undersigned desires to engage in the activities related to a distracted driving course facilitated by the City of New Berlin Police Department (the "Activities"). The undersigned understands that the activities may include operation of a golf cart through an obstacle course while various potential distractions are simulated including, but not limited to, the wearing of goggles which simulate different impacts on undersigned's vision.

The undersigned hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases the City from any and all liability for injury, illness, death, or property damage resulting from the Activities and caused by the undersigned or by the negligence of the City.

Medical Treatment

The undersigned does hereby release and forever discharge the City from any claims whatsoever which arise or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the undersigned's activities with the City.

Photographic Release

The undersigned does hereby grant and convey unto the City all right, title, and interest in any and all photographic images and video or audio recordings made by the City during the undersigned's Activities with the City, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

Construction of Waiver and Release and Severability

The undersigned expressly agrees that this Waiver and Release is intended to be as broad and inclusive as permitted by the laws of the State of Wisconsin, and that this Waiver and Release shall be governed by and interpreted in accordance with the laws of the State of Wisconsin. The undersigned agrees that in the event that any clause or provision of this Waiver and 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 Waiver and Release which shall continue to be enforceable.

I have read this Waiver and Release of Liability thoroughly and fully understand and enter into it on behalf of myself, my heirs, next of kin, assigns, and personal representatives. No one has made any representations, statements, or inducements that change or modify anything written in this Waiver and Release of Liability.

[SIGNATURE(S) PAGE TO FOLLOW]

Full Name (Print): _____

First Name

Middle

Last

Address: _____

Undersigned's Address

City

State

Zip

Phone (Home)

Phone (Cell)

Signature & Date: _____

Signature

Date

Signature of Parent/Guardian & Date: (If participant is under the age of 18)

Signature

Date

IN WITNESS WHEREOF, undersigned and Parent/Guardian of undersigned have executed this Waiver and Release of Liability as of the day and year first above written.

Witness's Signature & Date

Signature

Date