



CITY OF SUPERIOR CITIZEN STREAM MONITORING PROGRAM

WAIVER AND RELEASE OF LIABILITY

**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 should object to any provision contained in this document, you should not sign the 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 (715)395-7214 weekdays between 8:00 a.m. and 4:30 p.m.

I, \_\_\_\_\_, freely, voluntarily, and without duress execute this Waiver and Release under the following terms:

I agree that the Citizen Stream Monitoring Program for the City of Superior Environmental Services Division is a volunteer program and I agree to participate knowing that there are inherent risks with any stream monitoring activity. I expressly and specifically assume the risk of injury or harm in the activities and release the City of Superior from any and all liability for injury, illness, drowning, death, or property damage resulting from the activities and caused by myself or the negligence of the City of Superior.

I understand that the Activities include work that may be hazardous to me, including, but not limited to exposure to vehicular traffic, exposure to syringes, and exposure to dead animals.

I do hereby release and forever discharge and hold the City of Superior harmless from any and all liability, claims and demands, either in law or in equity, which arise or may hereafter arise from my activities with the City of Superior.

I do hereby release and forever discharge the City of Superior from any claims whatsoever which arise or may hereafter arise on account of any first aid treatment, or service rendered in connection with my activities with the City of Superior.

I understand that the City of Superior does not carry or maintain health, medical, or disability insurance for any Citizen Stream Monitoring Volunteer. I understand that I am provided with liability insurance coverage under the provisions of the City's liability insurance policy.

I understand that this Waiver and Release discharges the City of Superior from any liability or claim that I may have against the City of Superior with respect to any bodily injury, personal injury, illness, death, or property damage that may result from my activities with the City of Superior, whether caused by myself or by the negligence of the City of Superior or its officers, directors, employees, agents, or otherwise.

The Citizen Stream Monitoring Volunteer and City of Superior understand that the City of Superior is not released from liability for harm incurred by the Citizen Stream Monitoring Volunteer which results from the City of Superior's intentional or reckless conduct.

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

