

Adopt-A-Trail Clean Up Waiver and Release of Liability; Indemnification and Hold Harmless Agreement

(Adopt-A-Trail Group/Organization/Business you are associated with)

(Participant)

(Age)

(Email)

(Parent/Guardian – print name)

(Relation to participant)

(Guardian Phone Number)

(Address)

(City)

(State)

(Zip Code)

(Home Telephone Number)

(Cell Telephone Number)

(Work Telephone Number)

In exchange of Participant's participation in Holmen Park & Recreation Halfway Creek Adopt-a-Trail (Halfway Creek AAT) program, Participant, Parent(s), and/or Legal Guardian(s) of a minor Participant, agree as follows:

1. **ACKNOWLEDGEMENT OF RISK.** Participant, Parent(s), and/or Legal Guardian(s) acknowledge and fully understand that there are inherent risks of serious injury or death associated with clearing brush, moving branches, removing non-native species, encountering poison ivy, poison oak, and stinging nettle, irregular or uneven ground and the like.
2. **PARTICIPANT WAIVER OF RIGHTS AND RELEASE OF LIABILITY.** Participant, Parent(s), and/or Legal Guardian(s), hereby releases and discharges Village of Holmen, Town of Holland, and Town of Onalaska, its employees and agents from liability claims and demands of negligence on the part of Halfway Creek AAT, its employees and agents arising in connection with participation in Halfway Creek AAT activities and use of Halfway Creek AAT facilities and equipment, including but not limited to those risks described in paragraph #1 above, providing that this waiver and release does not include injury, damage, or loss as result of the intentional or reckless acts of Village of Holmen, Town of Holland, and Town of Onalaska, its agents or employees.
3. **INDEMNIFICATION AND HOLD HARMLESS.** Participant, Parent(s), and/or Legal Guardian(s), further agrees to indemnify and hold harmless Village of Holmen, Town of Holland, and Town of Onalaska, its employees and agents, against all losses, damages, monetary awards and expenses, including all costs and attorney's fees incurred in connection with any and all claims of negligence on the part of Halfway Creek AAT, its employees and agents, brought by Participant, Parent(s), and/or Legal Guardian(s), his or her heirs, successors, assigns, and legal representatives, for any injury, death, illness, disease or damage to property, arising from or connected with participation in any activity of Halfway Creek AAT. The indemnification and hold harmless agreement does not include losses, damages, monetary awards and expenses as a result of the intentional or reckless acts of Village of Holmen, Town of Holland, and Town of Onalaska, its employees and agents.
4. **MISCELLANEOUS.** The parties agree that the provisions of this "Waiver and Release of Liability; Indemnification and Hold Harmless Agreement" ("Agreement") shall be deemed servable, and that the invalidity or unenforceability of any one or more of the provisions of clauses hereof shall not affect the validity or enforceability of the other provisions or clauses hereof except as specifically set forth herein. The terms of this Agreement constitute the entire agreement and understanding between the parties. This Agreement is made pursuant to and shall be construed under the laws of the state of Wisconsin.

I CERTIFY THAT I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY; INDEMNIFICATION AND HOLD HARMLESS AGREEMENT THAT I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS AND ASSUMING SUBSTANTIAL RESPONSIBILITIES BY SIGNING IT, AND THAT I SIGN IT VOLUNTARILY.

Date

(Participant)

Date

(Parent/Legal Guardian)*

Date

(Parent/Legal Guardian)*

*Must sign if participant is under age 18.