



**RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
(Volunteers)**

IN CONSIDERATION for being permitted to attend, gain additional access to, volunteer and otherwise assist with Taste of Madison and/or the Madison Marathon – sponsored and operated by Madison Festivals, Inc. (“Madison Festivals”) - the undersigned, for himself/herself, as well as for his or her child or ward, if applicable, and his or her and their (if applicable) personal representatives, heirs, and next of kin:

1. HEREBY WARRANTS AND REPRESENTS that the undersigned is participating herein of his or her own free will and is not compelled to participate and further that: (i) the undersigned understands that the particular activities which the undersigned may undertake may involve, for example, adverse weather conditions, lifting, walking, running, physical exercise, and/or physical contact with others (the “Activities”); (ii) the undersigned understands that the Activities may or may not be supervised; (iii) the undersigned understands that Madison Festivals is not a health care provider and emergency care may not be immediately available in the event of an injury or health event during the Activities; (iv) the undersigned is in sufficient physical condition and is physically able to undertake all the Activities and to participate in the Activities; has no disability, impairment or ailment preventing him or her from active or passive exercise, or that will be detrimental to his or her health, safety, comfort or condition if the undersigned does so engage or participate; and (v) although the group with which you are volunteering may receive compensation from MFI, the undersigned understands that no individual compensation or remuneration of any kind is being provided to him or her from MFI and that their participation is fully voluntary.

2. HEREBY WARRANTS AND REPRESENTS that the undersigned agrees and understands that Madison Festivals has previously put in place preventative measures to reduce the spread of COVID-19 and other infectious diseases; however, Madison Festivals is **not currently taking specific measures regarding same** and cannot guarantee that you, your children, or any other person, will not become infected with COVID-19 or other infectious disease. Further, attending Madison Festivals-sponsored activities could increase your risk and your child or children’s risk of contracting COVID-19 and other infectious diseases.

3. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE MADISON FESTIVALS OR ANY SUBDIVISION, SUBSIDIARY, OR AFFILIATE THEREOF, AND EACH OF THEM, THEIR DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES, ALL FOR THE PURPOSES HEREIN REFERRED TO AS “RELEASEES,” FROM ALL LIABILITY, TO THE UNDERSIGNED, THE UNDERSIGNED’S PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, AND NEXT OF KIN FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON (INCLUDING EXPOSURE TO AND THE CONTRACTING OF COVID-19) OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE ACTIVITIES OCCURRING WHILE PARTICIPATING IN THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE (BUT NOT INCLUDING INTENTIONAL OR RECKLESS ACTS OF THE RELEASEES).

4. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES AND EACH OF THEM FROM ANY LOSS, LIABILITY, DAMAGE (INCLUDING THOSE CAUSED BY EXPOSURE TO AND/OR FROM CONTRACTING COVID-19 OR OTHER INFECTIOUS DISEASE), OR COST THE UNDERSIGNED – OR HIS OR HER MINOR CHILD OR WARD - MAY INCUR ARISING OUT OF OR RELATED TO THE ACTIVITIES WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE (BUT NOT INCLUDING INTENTIONAL OR RECKLESS ACTS OF THE RELEASEES).

5. HEREBY ACCEPTS THE RISK AND ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY (INCLUDING EXPOSURE TO AND THE CONTRACTING OF COVID-19 OR OTHER INFECTIOUS DISEASE), DEATH OR PROPERTY DAMAGE ARISING OUT OF OR RELATED TO THE ACTIVITIES WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE (BUT NOT INCLUDING INTENTIONAL OR RECKLESS ACTS OF



THE RELEASEES), and furthermore acknowledges, pursuant to the recreational activities statute, Wis. Stat. § 895.525, that the undersigned has a responsibility to act within the limits of the undersigned's ability, to heed all warnings regarding participation in the recreational activity, to maintain control of the undersigned's person and any applicable equipment or devices, and to refrain from acting in any manner that may cause or contribute to death or injury for the undersigned or to other persons.

6. HEREBY acknowledges the contagious nature of COVID-19 and other infectious diseases and voluntarily assumes the risk that my child or children and I may be exposed to or infected by COVID-19 or other infectious disease by attending Madison Festivals' activities and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 and other infectious diseases at Madison Festivals' activities may result from the actions, omissions, or negligence of myself and others, including but not limited to Madison Festivals' employees, agents, volunteers, and program participants and their families.

7. HEREBY acknowledges that prior to signing this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, the undersigned had the opportunity to contact a representative of Madison Festivals to discuss and/or bargain regarding any of the terms set forth herein.

8. HEREBY AGREES that the undersigned's name, likeness, voice, description, and participation at the Activities may be recorded, compiled, edited, distributed, and otherwise used by the Releasees and anyone authorized by Releasees without restriction for commercial and non-commercial purposes of any kind as well as for purposes of publicity and marketing and otherwise in radio, satellite, television, Internet or other broadcast; motion picture, multimedia, DVD or other audio visual format; print media; and for any other purpose or method of performance, display or distribution now known or hereinafter developed, and the undersigned expressly waives on the undersigned's behalf as well as on behalf of the undersigned's personal representatives, heirs, and next of kin, the right to seek compensation therefore from the Releasees.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

_____	_____	_____
Date	Volunteer's Printed Name	Signature
_____	_____	_____
Date	Minor's Printed Name (if applicable)	Co-Signature (for minor)