

## ACTIVITY WAIVER

Agreement for Assumption of Risk, Indemnification, Release, and Consent for Emergency Treatment

I, \_\_\_\_\_ (print name), age \_\_\_\_\_, desire to participate voluntarily in the 2019 Tractor Safety Certification Program sponsored by the University of Wisconsin – Extension (UWEX) and sponsoring County/Counties (Monroe/LaCrosse).

I UNDERSTAND THAT I AM BEING ASKED TO READ EACH OF THE FOLLOWING PARAGRAPHS CAREFULLY. I UNDERSTAND THAT IF I WISH TO DISCUSS ANY OF THE TERMS CONTAINED IN THIS AGREEMENT, I MAY CONTACT Bill Halfman at 608-269-8722.

### **Assumption of Risks:**

I understand that operation of a tractor and related equipment, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries and/or illness. I am aware of the risks of participation, which include, but are not limited to, minor injury, such as bruises, contusions, broken bones, concussion, and catastrophic injuries, such as paralysis and even death. I understand that UWE/Monroe/LaCrosse County have advised me to seek the advice of my physician before participating in the above-listed activity. I acknowledge that I have been advised to have health and accident insurance in effect and that no such coverage is provided for me by UWE, the Board of Regents of the University of Wisconsin System, and the sponsoring County/Counties (collectively, the “Releasees”). **I know, understand, and appreciate the risks that are inherent in the above-listed activity. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Parent or Guardian

(If Participant is under 18): \_\_\_\_\_

Date: \_\_\_\_\_

### **Hold Harmless, Indemnity and Release:**

In consideration of my participation in these activities, I, for myself, spouse, heirs, personal representatives, estate or assigns, agree to defend, hold harmless, indemnify and release the Releasees and their officers, employees, agents, and volunteers from and against any and all claims, demands, actions, or causes of action of any sort on account of damage to personal property, personal injury, or death which may result from my participation in the above-listed activity. This release includes claims based on the negligence of the Releasees, and their officers, employees, agents, and volunteers, but expressly does not include claims based on their intentional misconduct or recklessness. **I understand that by agreeing to this clause I am releasing claims and giving up substantial rights, including my right to sue and I hereby waive the right that I have to bargain for a different waiver of liability terms.**

**Signature:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Signature of Parent or Guardian**  
**(If Participant is under 18):** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Consent for Emergency Treatment:**

I authorize the Releasees, and their designated representatives to consent, on my behalf, to any emergency medical/hospital care or treatment to be rendered upon the advice of any licensed physician. I agree to be responsible for all necessary charges incurred by any hospitalization or treatment rendered pursuant to this authorization.

**Signature:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Signature of Parent or Guardian**  
**(If Participant is under 18):** \_\_\_\_\_  
**Date:** \_\_\_\_\_