Northeastern Wisconsin Master Gardeners
FIND YOUR NICHE AND GROW

Hello Fellow Gardeners!

The N.E.W. Master Gardeners Board requires all members to have a current Brown County Volunteer Form (BCVF) on file before volunteering in any NEWMG project garden.

Your completed form and personal information are submitted directly to Brown County. NEWMG will not receive or retain a copy of the form or any of the personal information you provide. Brown County will notify NEWMG only whether you have been approved to volunteer.

The BCVF must be completed every three years. Please keep a record of the date you submit your form. If you do not remember when you last completed it, email membership@newmastergardeners.org, and we can check your status.

Instructions

1. Print the Brown County Volunteer Form and complete all required information. For the top section the only box you need to fill is the date. Then fill out the second section. On the Release and Waiver of Liability, you need to write the date on the first page and then sign and print your name on the third.
2. Place the completed form in an envelope. Be sure to include your return address on the envelope.
3. Mail or deliver the completed form to:
   Extension Brown County
   Attn: BCVF/NEWMGA
   2019 Technology Way, Room 113
   Green Bay, WI 54311
4. Once Brown County has processed your form, NEWMG will be notified of your approval status. The Membership Committee will then document your BCVF completion date in the organization's membership records.

Brown County Volunteer Form

Position Title: N.E.W. Master Gardeners	Date:
Department: n/a	Supervisor: n/a
Summary of Job Duties: n/a	
Training Required: n/a	
Background Checks to be run: ☐ Department of Justice ☐ WI Circuit Court Access Inquiry ☐ Out of State ☐ Department Specific: _____	

First Name:		Last Name:	Middle Name:
Date of Birth (mm/dd/yyyy):	Place of Birth (City, State):	☐ male ☐ female	Social Security Number:
Former Name(s):			
Current Address:			
City:		State:	Zip Code:
Phone Number:		Email:	
Former State(s) of Residence:			
State:		From (mm/yyyy):	To (mm/yyyy):
State:		From (mm/yyyy):	To (mm/yyyy):
State:		From (mm/yyyy):	To (mm/yyyy):

- Ensure waiver of liability attached is signed
- Obtain Human Resources approval prior to volunteer starting work.

RELEASE AND WAIVER OF LIABILITY

BROWN COUNTY VOLUNTEER ACTIVITIES

This Release and Waiver of Liability is entered into this _____ day of _____, 20___, by and between Brown County, Wisconsin, a municipal body corporate, organized under the laws of the State of Wisconsin, with its principal office located at 305 E. Walnut St., Green Bay, WI 54301, ("the County"), through the U.W. Extension Office, a department of Brown County ("the Department") and "Volunteer," the person or persons named on Page 3 of this document.

WHEREAS, the County undertakes a variety of statutory general and specific governmental activities, duties and services, including many which are enumerated under Wis. Stat. Ch. 59 ("Activities");

WHEREAS, Volunteer wishes to observe, participate in, and be exposed to the Activities by means of travelling to training, attending training, riding along in a squad car or other patrol situation, by job shadowing, by engaging in an internship position, by providing services to service recipients, by providing labor to County projects, by working with the Department as follows: see **ATTACHMENT A** for further information about Duties/Equipment/Training, or by other means as may be agreed by the parties;

WHEREAS, Volunteer understands that these Activities may potentially involve exposure to dangerous, hazardous, or emotionally stressful situations, circumstances, and conditions;

WHEREAS, physical injury, such as cuts, bruises, sprains, broken bones, wounds, or even death may arise out of exposure to these Activities; emotional injury, such as post-traumatic stress disorder, may arise out of exposure to these Activities; and these injuries may occur regardless of whether or not the County and Department follows proper rules of safety and/or whether or not Volunteer has taken basic precautions.

Having knowledge of the risks that may be associated with the above-mentioned Activities, for and in consideration of the opportunity to observe, participate and be exposed to the Activities as a Volunteer, Volunteer hereby freely, voluntarily, and without duress executes this Release under the following terms:

1. Waiver and Release. Volunteer hereby releases and forever discharges and holds harmless Brown County, the Department, their employees, successors, and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteer's involvement with the Activities. Volunteer understands that this Release discharges the County from any liability or claim that Volunteer may have against the County with respect to any bodily injury, personal injury, emotional injury, illness, death, or property damage that may result from Volunteer's involvement with the County as a result of this Agreement, whether caused by the negligence of the County or its officers, directors, employees, agents, or otherwise, or from third parties to whom Volunteer is

exposed in the course of the involvement in the Activities. Volunteer also understands that the County 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.

2. Medical Treatment. Volunteer hereby releases and forever discharges Brown County and the Department from any claim whatsoever that arises or may hereafter arise on account of any first aid treatment or service rendered in connection with Volunteer's Activities with the Department.

3. Assumption of Risk. Volunteer understands that the activities performed by the Department and being participated in by Volunteer may include exposure to situations that may be hazardous to Volunteer. Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases Brown County and the Department from all liability for injury, illness, death, or property damage resulting from Activities.

4. Insurance. The Volunteer understands that the County does not carry or maintain health, medical, or disability insurance coverage for any Volunteer. Except as required by law, Volunteer is not entitled to County's workers compensation and unemployment compensation coverage. To the extent that Volunteer is engaging in authorized activities on behalf of the County, Volunteer is an insured, but subject to the terms and conditions of County's Public Entity Liability Insurance, including the condition that County's insurance is excess to Volunteer's own automobile insurance when applicable. Each Volunteer is expected and encouraged to obtain his or her own medical, health and automobile insurance coverage.

5. Confidentiality. In the event Volunteer is exposed to any information, material, records, or conduct which may otherwise be prohibited from re-disclosure or otherwise is subject to limitations by laws of confidentiality or privacy, Volunteer agrees that he or she will not re disclose, discuss, copy, or otherwise relate in any manner such confidential or private information, material, record, or conduct without prior written approval from the Department Head or representative.

6. Regulations. Volunteer agrees to be bound by all applicable operational policies of Brown County and the Department and any and all lawful directives and orders given to Volunteer during the participation and exposure to the Activities as provided herein. Volunteer's continuing status as a Volunteer may be terminated by the Department Head or representative at their sole discretion.

7. Representations. Volunteer consents to a background check if required by the Department and shall provide all representations and personal disclosures as

required. Volunteer asserts that all representations made herein have been true and correct.

8. Liability to Third Parties. Volunteer understands that pursuant to Wis. Stat. § 181.0670, Volunteer may enjoy limited immunity from liability to third parties for any act or omission undertaken as a Volunteer except that such immunity does not protect Volunteer from all liability in certain specific circumstances enumerated in the statute. To the extent that Volunteer has undertaken conduct that is outside of the immunity protections, Volunteer releases and holds the County harmless and agrees to indemnify County for any monetary liability which might arise to County as a result of Volunteer's conduct.

9. No Employment Status. Volunteer recognizes that Volunteer's status with County is as a volunteer and not as an employee or officer of County. Unless as otherwise agreed, and notwithstanding arrangements for reimbursement of mileage or other expenses, Volunteer is not entitled to compensation for the services provided to County or benefits received by County. Volunteer receives no employment rights or expectations as a consequence of providing volunteer services.

10. Other. Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Wisconsin and that this Release shall be governed by and interpreted in accordance with the laws of the State of Wisconsin. Volunteer agrees that in the event that any clause or provision of this 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 Release which shall continue to be enforceable. Nothing contained herein shall be deemed as a waiver of any governmental or sovereign immunities, defenses, or statutory limitations available to the County including Wis. Stat. §§ 893.80, 895.52, and 345.05.

IN WITNESS WHEREOF, having read the foregoing Release and Waiver of Liability, Volunteer executes this Release as of the day and year first written above unless noted otherwise.

BROWN COUNTY _____Department

By: _____

VOLUNTEER Signature _____

Printed Name _____