



Acknowledgement of Risks / Acceptance of Responsibility Agreement & Release

This Acknowledgement of Risks is executed by ___ (“Member”) and is issued to Wisconsin EMS Honor Guard Association, Inc and its officers of the Board,

The WI EMS Honor Guard Association, Inc. is a not for profit 501(c)(3) organization providing dignified funeral services and services representing positive aspects of the EMS profession.

The member expressly acknowledges that he/she has freely and voluntarily decided to participate in this Program or Activity. In consideration of participation in this Program or Activity, the member agrees as follows:

Risks involved in the program: As a condition precedent to member’s participation in the Program or Activity, Member agrees to exercise reasonable care at all times with respect to the safety of members own person and personal property, and with respect to the safety of other Members and their personal property. Member understands, however, that there are certain dangers, hazards, and risks inherent in the activities included in the Program. These hazards or risks include but are not limited to and are outlined in the following written materials received by the member. Member acknowledges that participation in the Program or Activity may involve the risk of damage to property, bodily injury, and, in some cases, even death. WI EMS Honor Guard Association does not assume any responsibility for such personal injuries or property damage. Member further acknowledges that he/she is at least eighteen (18) years of age, and is competent to enter this agreement.

Health and Safety: All members are advised to consult with a medical doctor with regard to their personal medical needs. By participating in the Program or Activity the member ascertains that there are no health-related reasons or problems that preclude or restrict their participation in the Program or Activity. Members are obligated to obtain any required immunizations, if any. Members must be aware of all applicable personal medical needs, and have arranged, through comprehensive health and medical insurance, to meet any and all needs for payment of medical costs while he/she participates in the Program or Activity.

The Member recognizes that the WI EMS Honor Guard Association, Inc. is not obligated to attend to any medical or medication needs of the Member, and the Member assumes all risk and responsibility therefore. In case of medical emergency occurring during a member’s participation in this Program or Activity. The member authorizes the representative of the WI EMS HG to secure whatever treatment is judged necessary in an emergency. WI EMS HG may (but is not obligated to) take any actions it considers to be warranted under the circumstances regarding the Member’s health and safety. Such actions do not create a special relationship between the WI EMS HG and the Member. The Member releases WI EMS HG association, its officers, officials, employees, volunteers, Members, agents and assigns from liability for any bodily injury or damage I sustain / sustained as a result of any medical care that I receive received resulting in my participation in the Program or Activity, as well as any medical treatment decision or recommendation made by the WI EMS HG Association The Member agrees to pay all expenses relating thereto and release WI EMS HG Association from any liability for any actions.

Governing Law: Forum

Member agrees that this Agreement and Release shall be construed in accordance with the laws of the State of Wisconsin, which shall be the forum for any lawsuits filed under, or incident to, this Agreement and Release. The terms and provisions of this Agreement and Release shall be severable, such that if a court of competent jurisdiction holds any term to be illegal, unenforceable, or in conflict with any law governing this Agreement and Release, the validity of the remaining portions shall not be affected.

ASSUMPTION OF RISK AND RELEASE OF LIABILITY:

Member Participation in the Program or Activity will be construed by the WI EMS HG as a Member positively affirming the following statement:

“Knowing the risks described above, and in voluntary consideration of being permitted to participate in the Program or Activity, I agree to release, indemnify, and defend the WI EMS HG Association and their officials, officers, employees, agents, volunteers, sponsors, and Members from and against any claim which I, the participant, my parents or legal guardian or any other person may have for any losses, damages or injuries arising out of or in connection with my participation in this Program or Activity.”

If a member is unwilling to positively affirm the above agreement, it is the responsibility of the Member to immediately discontinue the Program and Activity. Please refer to WI EMS HG By-Laws under Member withdrawal policy for additional information.

Member

Date

WI EMS HG Association representative

Date