

This application will be used to establish your eligibility as a Volunteer for the Aging & Disability Resource Center of Trempealeau County. The information you provide helps us assure you, this organization, and the public that the highest standards of safety and accountability are maintained. Return completed application to:

**The Aging & Disability Resource Center of Trempealeau County
Government Center, PO Box 67, Whitehall, WI 54773**

Volunteer Job Application

PLEASE PRINT

Full Name:	Date:
Address: _____ City: _____ State: ____ Zip: _____	
Mailing address (if different from above):	
Phone:	Male ____ Female ____
Person to Contact in case of emergency:	
Address:	City: State: Zip Code:
Phone:	
Do you have a current and valid Wisconsin State Driver's License? (please attach a copy) <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If no, please explain:</i>	

The following information will be helpful for us with future volunteer recruitment. Please rank your reasons for wanting to drive for Senior Services, with "1" the most important reason, and "6" being the least:

Rank	Reason	Rank	Reason
	Serve the community		Like to volunteer
	Enjoy driving		Something to do
	Help elderly people		Enjoy elderly people

Please select one of the following:

- _____ I would like to volunteer for Home Delivered Meal delivering.
- _____ I would like to volunteer for Transportation.
- _____ I would like to volunteer at a Senior Meal Site.

Confidentiality Agreement

I agree to abide by State of Wisconsin law by keeping all information concerning persons served strictly confidential. I will not use or give the name(s) or any other information regarding persons whom I serve to anyone other than authorized personnel at Senior Services or to the 911 Operator in the case of an emergency.

Authorization for Release of Confidential Information

I certify that my statements in this application are true, complete and correct to the best of my knowledge and belief. I understand that Aging & Disability Resource Center will not monetarily compensate me for the hours that I donate as a volunteer.

I understand that falsification of this application constitutes grounds for rejection or termination from Aging & Disability Resource Center volunteer programs.

I give my permission to Aging & Disability Resource Center to do periodic checks with the appropriate public authorities (e.g. police, courts, motor vehicles, etc.) for matters of public record regarding my background or history.

I will notify Aging & Disability Resource Center at the time I no longer wish to be involved in this program. I will return all materials given to me to use. Either Aging & Disability Resource Center, or I, may terminate this agreement at any time.

I further agree to any other conditions described herein.

This release continues in effect as long as I continue to serve as a Volunteer.

Hold Harmless Clause:

I agree to hold harmless and indemnify Aging & Disability Resource Center, staff and passenger(s) against any or all claims arising all or in part from my negligence.

Signature:

Date:

- | | | |
|---|---|--|
| <p>5. Has any government or regulatory agency (other than the police) ever found that you misappropriated (improperly took or used) the property of a person or client?
If Yes, explain, including when and where it happened.</p> | <p>Yes
<input type="checkbox"/></p> | <p>No
<input type="checkbox"/></p> |
| <p>6. Has any government or regulatory agency (other than the police) ever found that you abused an elderly person?
If Yes, explain, including when and where it happened.</p> | <p>Yes
<input type="checkbox"/></p> | <p>No
<input type="checkbox"/></p> |
| <p>7. Do you have a government issued credential that is not current or is limited so as to restrict you from providing care to clients?
If Yes, explain, including credential name, limitations or restrictions, and time period.</p> | <p>Yes
<input type="checkbox"/></p> | <p>No
<input type="checkbox"/></p> |

SECTION B OTHER REQUIRED INFORMATION

- | | | |
|---|---|--|
| <p>1. Has any government or regulatory agency ever limited, denied, or revoked your license, certification, or registration to provide care, treatment, or educational services?
If Yes, explain, including when and where it happened.</p> | <p>Yes
<input type="checkbox"/></p> | <p>No
<input type="checkbox"/></p> |
| <p>2. Has any government or regulatory agency ever denied you permission or restricted your ability to live on the premises of a care providing facility?
If Yes, explain, including when and where it happened and the reason.</p> | <p>Yes
<input type="checkbox"/></p> | <p>No
<input type="checkbox"/></p> |
| <p>3. Have you been discharged from a branch of the US Armed Forces, including any reserve component?
If Yes, indicate the year of discharge:
Attach a copy of your DD214, if you were discharged within the last three (3) years.</p> | <p>Yes
<input type="checkbox"/></p> | <p>No
<input type="checkbox"/></p> |
| <p>4. Have you resided outside of Wisconsin in the last three (3) years?
If Yes, list each state and the dates you resided there.</p> | <p>Yes
<input type="checkbox"/></p> | <p>No
<input type="checkbox"/></p> |
| <p>5. If you are employed by or applying for the State of Wisconsin, have you resided outside of Wisconsin in the last seven (7) years?
If Yes, list each state and the dates you resided there.</p> | <p>Yes
<input type="checkbox"/></p> | <p>No
<input type="checkbox"/></p> |
| <p>6. Have you had a caregiver background check done within the last four (4) years?
If Yes, list the date of each check, and the name, address, and phone number of the person, facility, or government agency that conducted each check.</p> | <p>Yes
<input type="checkbox"/></p> | <p>No
<input type="checkbox"/></p> |
| <p>7. Have you ever requested a rehabilitation review with the Wisconsin Department of Health Services, a county department, a private child placing agency, school board, or DHS-designated tribe?
If Yes, list the review date and the review result. You may be asked to provide a copy of the review decision.</p> | <p>Yes
<input type="checkbox"/></p> | <p>No
<input type="checkbox"/></p> |

Read and initial the following statement.

I have completed and reviewed this form (F-82064, BID) and affirm that the information is true and correct as of today's date.

<p>NAME – Person Completing This Form</p>	<p>Date Submitted</p>
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TREMPEALEAU COUNTY
CONFIDENTIALITY AGREEMENT

I understand that Trempealeau County Government has a legal and ethical responsibility to safeguard the privacy of all clients and to protect the confidentiality of their health information. The Trempealeau County Government must assure the confidentiality of its human resources, payroll, fiscal, research, computer systems, and management information (collectively "Confidential Information") and may disclose such confidential information only as expressly authorized by law.

In the course of my employment/assignment/relationship at the Trempealeau County Government, I understand that I may come into the possession of Confidential Information.

I further understand that I must sign and comply with this agreement in order to get authorization for access to any of the Trempealeau County Government's Confidential Information

- | | |
|---|---|
| <ol style="list-style-type: none">1. I will not disclose or discuss any Confidential Information with others, including friends or family, who do not have a need to know it.2. I will not access or view any Confidential Information, or utilize equipment, other than what is required to do my job / authorized work for or with Trempealeau County Government.3. I will not discuss Confidential Information where others can overhear the conversation (for example, in hallways, on elevators, in break rooms, at restaurants, and at social events). It is not acceptable to discuss Confidential Information in public areas even if a client's name is not used. Such a discussion may raise doubts among clients and visitors about our respect for their privacy.4. I will not make inquiries about Confidential Information for other personnel who do not have proper authorization to access such Confidential Information.5. I will not willingly inform another person of my computer systems' user name(s), password(s) or access codes. Or, knowingly use another person's computer user name(s), password(s) or access codes instead of my own for any reason. If requested by Information Systems support for my password, I understand my password will need to be reset. | <ol style="list-style-type: none">6. I will not make any unauthorized transmissions, inquiries, modifications, or purging of Confidential Information in the Trempealeau County Government's computer systems.7. I will password protect any computer prior to leaving it unattended.8. I will comply with any security or privacy policy promulgated by the Trempealeau County Government to protect the security and privacy of Confidential Information.9. I will immediately report to my supervisor (if not a Trempealeau County Government employee, to a Trempealeau County Government supervisor) any activity, by any person, including myself, that is a violation of this Agreement or of any Trempealeau County Government's information security or privacy policy.10. Upon cessation of my employment / relationship with Trempealeau County Government, I will immediately return any documents or other media containing Confidential Information to Trempealeau County Government IS Department or appropriate Department Head or Supervisor.11. I agree that my obligations under this Agreement will continue after the cessation of my employment / relationship with Trempealeau County Government.12. I further understand that all computer access activity is subject to audit. |
|---|---|

I understand that I am personally subject to fines imposed for a privacy and security violation based on the nature and extent of the violation. Each client affected and each standard failed is considered a violation, except that fines may be avoided when a violation is corrected within 30 days of its discovery and is not due to conscious, intentional failure or reckless indifference to the obligation to comply with the HIPAA requirements.

I have read and understand the above statements, and I understand that failure to adhere to the above statements may result in fines and discipline up to and including discharge / termination of relationship with Trempealeau County Government. I will adhere to Trempealeau County Government privacy and security policies and procedures.

Signature of employee/consultant/vendor/student/volunteer/other _____

Print Name _____ Date _____

Relationship to the Organization (employee, vendor, affiliated agency, etc.) _____

Signature of supervisor _____

Print Name _____ Date _____

TO BE FILED IN EMPLOYEE'S PERSONNEL RECORD / IS VENDOR CONTRACT FILES / PROJECT FILES

HARASSMENT, DISCRIMINATION, AND RETALIATION

Effective: June 17, 2003

Date of Original Policy: June 17, 2003

Date of Last Revision: June 20, 2022

Purpose

Trempealeau County ("County") is committed to providing a professional work environment free from harassment, discrimination, or retaliation. This means that the County will not tolerate any form of harassment, discrimination, or retaliation, including conduct as defined in this policy, directed at an employee or applicant for employment because of his or her sex (including sexual orientation, gender identity, transgender status and pregnancy), race, color, national origin, age, ancestry, disability/handicap, religion, creed, genetic information or history, marital status, participation in the military reserve and veteran status, arrest and conviction record, or any other legally protected characteristic.

The purpose of this policy is to provide procedures for reporting, investigating and resolving complaints of harassment, discrimination and retaliation. The County condemns and will not tolerate, condone or allow harassment, discrimination or retaliation by any employee, elected or appointed officeholder, or non-employees who conduct business with the County. The County considers harassment, discrimination and retaliation of others based on one's protected status to be forms of serious misconduct worthy of discipline up to and including termination or removal and other prompt and appropriate remedial response designed to end the prohibited behavior. The County will take direct and immediate action to prevent such behavior and to remedy confirmed instances of harassment, discrimination and retaliation. Repeated violations, even if perceived as minor, will also result in significant levels of response. To fulfill this policy, the County wants employees, applicants for employment and others to report this behavior and to cooperate in the County's efforts to eradicate this behavior from the workplace.

This policy is specifically applicable to all employees, volunteers, applicants and elected and appointed officeholders of the County (hereinafter referred to as "Covered Persons" for ease of reference only) and it governs the County's expectations involving harassment, discrimination or retaliation based on a protected status. While an employee may be dissatisfied with the decisions of supervisors regarding evaluations, compensation, discipline or other management decisions, such conduct that is unrelated to one's protected status is not governed by this policy. Employees are expected to raise those concerns directly to the employee's supervisor.

Individuals protected under this policy include all employees, volunteers, applicants and elected and appointed officeholders of the County (collectively referred to as "Employees" throughout this policy for ease of reference only). Any unwelcome conduct that originates from a non-employee (e.g., contractors or visitors) will be investigated in accordance with this policy under the authority of the County Board issued through this policy that has been approved by the Board.

Discrimination

Discrimination means treatment of a person in an illegal, unjust or prejudicial manner based on protected status under the law where no reasonable distinction can be found between those favored and those not favored.

Retaliation

Retaliation means to discriminate, harass, take tangible employment action against an employee, or otherwise punish or take adverse action against an employee because the employee filed a charge of discrimination, because they complained to the County about harassment or discrimination on the job, or because the employee participated in an employment harassment or discrimination proceeding (such as an investigation or lawsuit).

Prohibited Harassment, including Sexual Harassment.

Sexual harassment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made, either explicitly or implicitly, a term or condition of employment;
- Submission to or rejection of such conduct by an employee is used as the basis for employment decisions affecting the employee; or
- Such conduct has the purpose or effect of unreasonably interfering with an employee's performance or creates an intimidating, hostile or offensive working environment.

Verbal sexual harassment includes, but is not limited to, sexual innuendos, degrading or suggestive comments, repeated pressure for dates, jokes of a sexual nature, unwelcome sexual flirtations, degrading words used to describe an individual, obscene or graphic descriptions of an individual's body, or threats that job, wages, assignments, promotions or working conditions could be affected if the individual does not agree to a suggested sexual relationship.

Non-verbal sexual harassment includes, but is not limited to, sexually suggestive or offensive sounds, whistling, catcalls, or obscene gestures, sexually suggestive or offensive objects or pictures, inappropriate usage of voicemail, e-mail, the internet or other such communications and actions as a means to express or obtain sexual material, comments and printed or written materials, including offensive cartoons. This includes any material which inappropriately raises the issues of sex or discrimination or when an employee is treated differently than other employees when they have refused an offer of sexual relations or participation in harassing behavior.

Physical sexual harassment includes, but is not limited to, unsolicited or unwelcome physical contact of a sexual nature, which may include touching, hugging, massages, kissing, pinching, patting or regularly brushing against the body of another person.

Other forms of harassment or discrimination include, but are not limited to, persistent and unwelcome conduct or actions or conduct that is objectively unreasonable or offensive and that could result in a hostile or intimidating working environment based on one or more protected statuses according to applicable law.

Harassment or other inappropriate behavior may include, but is not limited to, a range of behavior from extreme forms such as violence, threats, or physical touching to less obvious actions like ridiculing, teasing, or repeatedly bothering colleagues or subordinates or refusing to talk to them. For example, harassment or other inappropriate behavior may include the following types of conduct:

- Derogatory or insensitive jokes, pranks, or comments;
- Slurs or epithets;
- Unwelcome sexual advances or invitations;
- Non-verbal behavior such as staring, leering, or gestures;
- Ridiculing or demeaning comments;
- Innuendos or veiled threats;
- Intentionally excluding someone from normal workplace conversations and making someone feel unwelcome;
- Displaying or sharing offensive images such as posters, videos, photos, cartoons, screensavers, emails, or drawings that are derogatory or sexual;
- Offensive comments about appearance, or other personal or physical characteristics, such as sexually charged comments or comments on someone's physical disability;
- Unnecessary or unwanted bodily contact such as groping or massaging, blocking normal movement, or physically interfering with the work of another individual; or
- Threats or demands that a person submit to sexual requests as a condition of continued

employment or to avoid some other loss and offers of employment-related benefits in return for sexual favors.

This list of examples is not exhaustive and there may be other behaviors that constitute unacceptable harassment under the policy.

Harassment can happen regardless of the individuals' gender, gender identity, or sexual orientation and can, for example, occur between same-sex individuals as well as between opposite-sex individuals and does not require that the harassing conduct be motivated by sexual desire. Likewise, these same principles hold true for harassment based on other protected statuses where the offending party possesses the same or similar protected status as the victim.

The excuses of the offending party, while important, are not necessarily forgiving or tolerable. For example, "I was joking" or "I didn't mean it that way" are not defenses to allegations of harassment or inappropriate behavior. Nor is being under the influence of alcohol or other substances an excuse for violating this policy.

This policy applies to conduct at work and at work-related social events, office parties, off-site work-related activities and other matters where the work environment is affected by such behavior. Covered Persons are expected to be particularly careful about what they say and do in these circumstances and when interacting with one another.

Responsibilities of All Employees

Each Employee is responsible for assisting in the prevention of harassment, discrimination and retaliation by the following acts:

- Refraining from conduct prohibited by this policy as defined above, including the participation in or encouragement of actions that could be perceived as harassment, discrimination or retaliation based on a protected status;
- Behaving courteously and professionally toward others;
- Reading this policy and fully understanding and complying with its requirements;
- Immediately and thoroughly reporting acts of harassment, discrimination or retaliation or other prohibited conduct through the reporting procedure identified in this policy; and
- Immediately and thoroughly reporting acts of harassment, discrimination or retaliation or other prohibited conduct through the reporting procedure identified in this policy; and
- Encouraging any person who confides that he or she is being harassed, retaliated or discriminated against to report these acts and reporting these acts if they are observed or not reported.

Employees and Covered Persons are expected to cooperate fully in any investigation, whether or not they are directly involved in the incident. They shall not take any action that would discourage another person from reporting prohibited conduct or cooperating in an investigation of alleged prohibited conduct.

Responsibilities of Department Heads/Supervisors

Each Department Head/Supervisor shall be responsible for preventing prohibited activities as defined above by complying with the above-referenced responsibilities and by:

- Monitoring the work environment for signs of harassment, discrimination, retaliation and other prohibited conduct;
- Informing employees of the types of prohibited behavior and the procedures for reporting and resolving complaints of harassment, discrimination and retaliation;
- Stopping any observed behavior that may be prohibited conduct and taking appropriate steps to intervene and report behavior, whether or not the involved employees are within his or her line of supervision; and
- Taking immediate action to prevent retaliation toward the complaining party or witnesses and to eliminate a hostile work environment where there has been a complaint of harassment, discrimination or retaliation pending the investigation.

Each Department Head/Supervisor has the responsibility to assist any employee who comes to them with a complaint of harassment, discrimination or retaliation by documenting and filing a complaint in accordance with this policy. Failure to carry out these responsibilities may be grounds for discipline.

Procedures

- A. Any Employee experiencing or observing harassment, discrimination or retaliation is encouraged, but not required, to inform the person that his or her actions are unwelcome and offensive and that the person should stop such behavior. This initial contact can be either verbal or in writing. The Employee should document all incidents in order to provide the fullest basis for investigation if needed.
- B. Any Employee who believes that he or she is being harassed, discriminated or retaliated against or who witnesses such conduct is expected to report the incident as soon as possible to their immediate supervisor. Such supervisor shall immediately report the incident to Human Resources so that preventative measures may be considered and taken to end any prohibited harassment, discrimination or retaliation and so that appropriate investigative and corrective actions may be initiated.
- C. Notwithstanding paragraph D below, upon receipt of the complaint, Human Resources, in consultation with the reporting supervisor and Corporation Counsel (if appropriate), will determine the appropriate course of action to promptly address the complaint, including any immediate remediation of the behavior. The Human Resources Director may initiate an investigation or have the victim and the accused engage in conciliatory efforts to resolve the matter if acceptable to the victim. The conciliation process is not appropriate for all situations and will not resolve all issues. The conciliation process is voluntary and seeks to resolve problems by allowing the affected parties to present their issues and then assisting them in arriving at effective, reasonable solutions agreeable to all. When solutions have been identified, the Human Resources Director and direct supervisor will meet to follow up to ensure that the implementation has been carried out and is effective.
- D. The County Board may initiate an investigation for any matter involving allegations under this policy against a County Board member, other elected official or an appointed officeholder who is also not an employee. The County Board may refer such matters to the County's insurer for the appointment of an outside investigator to conduct the investigation if deemed appropriate. If the investigation is not referred to the County's insurer for handling, the County Board Chair, in consultation with the Human Resources Director and Corporation Counsel, shall designate an appropriate individual to conduct the investigation and report the findings to the County Board for further action, if necessary.
When a matter arises under this policy regarding a Department Head, the matter shall be referred to the Department Head Oversight Group, as set forth in the County's Disciplinary Action Policy, and such procedures shall be followed.
- E. If an investigation is conducted, the investigator will meet with the victim and other persons having information and document the facts surrounding the incident complained of, including the specific conduct complained of, the persons performing or participating in the conduct, any witnesses to the incident, the dates on which the incidents occurred and other factual information. The investigator will immediately notify the Human Resources Director, Corporation Counsel and/or the County Board Chair if any of the allegations rise to the level of criminal activity. Such allegations of criminality should be reported to the proper authorities. The investigator will maintain appropriate records of the investigation. Upon completion of the investigation, the investigator will inform the complainant of the outcome of the investigation and will present a reporting of the investigation and its results to the body or person that initiated the investigation. The confidentiality of the investigation will be maintained throughout the investigatory process to the extent practical and appropriate under the circumstances. All investigations under this policy are subject to any privacy, notification or other applicable laws. Any time that the County Board Chair is the subject of an investigation, any authority granted to the Board Chair to act under this policy shall be designated in the County Board Vice Chair.
- F. The County Board, Human Resources and/or the employee's supervisor will take prompt and effective remedial action designed to end the prohibited behavior, which may include appropriate responsive and disciplinary action, up to and including termination or removal. Responsive action may include, for example, training, referral to counseling, or reassignment and disciplinary action may include, but is not limited to documented verbal warning, written warning, suspension without pay, or termination of

employment or removal. If the County does not employ the subject involved in the harassing or inappropriate conduct, then that individual will be informed of the County's policy and appropriate remedial action will be taken. The Human Resources Director should be consulted as to possible actions.

Further, the County will correct any adverse employment action an employee experienced due to conduct prohibited by this policy. In all cases, the Human Resources Director and/or the employee's supervisor will make follow-up inquiries to make sure the harassment, discrimination or retaliation has stopped. If an employee is not satisfied with the results, or if further harassment or other unacceptable conduct occurs, then the employee should promptly follow the reporting process identified above.

The complainant or employees accused of harassment may utilize any available personnel processes or procedures if they disagree with the investigation or disposition.

- G. In the case of a complaint against an elected officeholder, the County Board may take any action available to it designed to end the prohibited behavior up to and including removal of the officeholder as allowed by law. Notwithstanding any action by the County Board, other remedies under the State Statutes may be available to electors of the County as well.

Retaliation

Retaliation against any employee for filing a harassment, discrimination or retaliation complaint, or for assisting, testifying or participating in the investigation of such a complaint, is prohibited by the County and may be prohibited by state and federal law.

Retaliation is a form of misconduct. Any evidence of retaliation shall be considered a separate violation of this policy and shall be handled by the same complaint procedures established for harassment and discrimination complaints. Employees who are found to have retaliated against a complainant or witness will subject themselves to severe discipline which shall be separate from and in addition to, any discipline determined to be appropriate as a result of the County's findings on the initial complaint. Because of the County's commitment to prohibiting retaliatory behavior, Employees and Covered Persons should expect that consequences for retaliation will be severe and likely resulting in discipline up to and including discharge or pursuit of removal.

This policy does not protect employees from being disciplined for filing frivolous or fraudulent complaints, or for untruthfulness, misleading behavior or lack of candor, nor does it protect them from personal sanctions stemming from defamation suits.

Training

The County will provide periodic and refresher training concerning the nature of harassment, discrimination and retaliation in the workplace and prohibitions on such actions defined in this policy. Any employee who has any questions or concerns about this policy should talk with his or her supervisor or the Human Resources Director.

**TREMPEALEAU COUNTY
HARASSMENT, DISCRIMINATION AND RETALIATION POLICY ACKNOWLEDGEMENT**

As an employee, volunteer, elected official or appointed office holder of Trempealeau County, I acknowledge that my signature below indicates that I have received a copy, read and understand the County's Harassment, Discrimination and Retaliation policy contained therein.

I am aware that violation of the guidelines may be the basis for disciplinary actions, up to and including termination from employment.

I acknowledge that I have read and understand this notice.

Signature of employee/volunteer/elected official/appointed officeholder: _____

Print Name: _____ Date: _____

Relationship to the Organization (employee, volunteer, etc.) _____

RELEASE AND WAIVER OF LIABILITY
Trempealeau County Volunteer Activities

This Release and Waiver of Liability is entered into this ____ day of _____, 20____, by and between **Trempealeau County, Wisconsin**, a municipal body corporate, organized under the laws of the State of Wisconsin, with its principal office located at 36245 Main Street, Whitehall, WI 54773, ("the County"), through the _____, a department of Trempealeau 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: _____, 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 Trempealeau 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 Trempealeau 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 Trempealeau 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. Volunteer shall notify County immediately of any unauthorized release of County information within the Volunteer's control. Volunteer agrees to not speak to anyone, except County employees and officials, regarding County information, unless expressly allowed by the Department Head or representative. Volunteer agrees to not reference or speak about the County, the Volunteer's position, or any County information on any social media (e.g., Facebook, Twitter). The confidentiality provision shall be in effect during the period of volunteering and shall remain in effect at all times following the conclusion of volunteering.

6. Regulations. Volunteer agrees to be bound by all applicable operational policies of Trempealeau 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.

TREMPEALEAU COUNTY:

_____ Department

Signature

Date: _____

Printed Name/title _____

VOLUNTEER:

Signature

Date: _____

Printed Name _____

If signed by someone other than volunteer, state authority to sign on behalf of individual:

Name of volunteer: _____

___ Parent of Minor ___ Legal Guardian