

**Homecoming Paint the Town 2019: November 1<sup>st</sup> - 6<sup>th</sup>, 2019**

**Agreement for Assumption of Risk, Hold Harmless, and Release**

I, \_\_\_\_\_ (student print name), age \_\_\_\_\_, as a member of \_\_\_\_\_ (Student Organization) desire to enter the aforementioned student organization and participate voluntarily in **Paint the Town 2019** as part of **Homecoming** at the University of Wisconsin -Milwaukee ("UWM") in partnership with \_\_\_\_\_ (business name), represented by \_\_\_\_\_ (business manager name).

I, \_\_\_\_\_ (print business manager name), as a manager of \_\_\_\_\_ (business name) desire to have the windows of my business painted by \_\_\_\_\_ (Student Organization) and participate voluntarily in **Paint the Town 2019** as part of **Homecoming** at the University of Wisconsin -Milwaukee ("UWM") in partnership with the aforementioned student organization, represented by \_\_\_\_\_ (student organization contact name).

Please initial and fill in information below to complete hold harmless agreement:

\_\_\_\_\_  
(Initials) (Initials) \_\_\_\_\_ (Name of Business) and \_\_\_\_\_ (Student Organization) have agreed upon the follow date(s) and time(s) for window decorating to take place:

\_\_\_\_\_

\_\_\_\_\_  
(Name of Business) and \_\_\_\_\_ (Student Organization) agree to have (circle 1) the interior side of windows | exterior side of windows decorated. Describe located of windows: \_\_\_\_\_

\_\_\_\_\_  
(Initials) (Initials) \_\_\_\_\_ (Name of Business or Neighborhood Housing Office) will provide all painting and cleaning supplies to each organization. Only tempera paints can be used for the window designs! No glitter, glitter paints, or any glitter products can be used. Businesses have the discretion to supply whatever supplies they desire and have been recommended the following: paint, stencils, brushes, and a drop cloth.

\_\_\_\_\_  
(Initials) (Initials) \_\_\_\_\_ (Student Organization) agrees to only paint a design that has been approved by both the University and \_\_\_\_\_ (Business Name).

\_\_\_\_\_  
(Initials) (Initials) \_\_\_\_\_ (Student Organization) agrees to the cleaning and disqualification fee stipulation of \$250 for any unapproved design painted or failure to properly clean windows by 5pm on Sunday, November 10<sup>th</sup>, 2019.

The aforementioned business manager agrees to contact Alyssa Conrardy in the Neighborhood Housing Office in writing via email at housing@uwm.edu no later than Monday, November 11<sup>th</sup> at 12pm if window has not been cleaned up as detailed below. Additional cleaning guidelines and instructions set forth by \_\_\_\_\_ (Business Name) are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Initials) (Initials) \_\_\_\_\_ (Student Organization) acknowledges receipt and understanding of the **Paint the Town 2019 Rules and Guidelines** and agrees to follow all instructions and rules set forth in the Paint the Town Rules and Guidelines and any requirements and guidelines set forth by \_\_\_\_\_ (Business Name). Please list any additional rules or guidelines requested the aforementioned business below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Continued on next page**

I UNDERSTAND THAT I AM BEING ASKED TO READ EACH OF THE FOLLOWING PARAGRAPHS CAREFULLY. I UNDERSTAND THAT IF I WISH TO DISCUSS OR NEGOTIATE ANY OF THE TERMS CONTAINED IN THIS AGREEMENT, I MAY CONTACT ALYSSA CONRARDY, NEIGHBORHOOD HOUSING & RELATIONS MANAGER, AT TELEPHONE NUMBER 414-229-6999 OR EMAIL [HOUSING@UWM.EDU](mailto:HOUSING@UWM.EDU)

**Assumption of Risks:**

I understand that Painting Windows and having business windows painted, 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, and damage to property. I am aware of the risks of participation, which include, but are not limited to, (1) minor injury, such as bruises, contusions, and sprains, (2) major injuries such as broken bones, concussion, and back injuries, and (3) catastrophic injuries, such as paralysis, even death, and damage to business owned property. I understand that UWM has advised me to seek the advice of my physician before participating in the above-listed activity. I acknowledge that UWM advises me to have health and accident insurance in effect and that no such coverage is provided for me by UWM, the Board of Regents of the University of Wisconsin System, or the State of Wisconsin (collectively, the "Releasees") as a result of my participation in this activity. **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.**

**Student Organization Representative Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of Business Manager:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Hold Harmless and Release:**

In consideration of allowing my participation in these activities, I, for myself, spouse, heirs, personal representatives, estate or assigns, agree to hold harmless and release the Releasees and their officers, employees, agents, and volunteers from and against any and all claims, demands, actions, or causes of action 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.**

**Student Organization Representative Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of Business Manager:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Student Organization Name:** \_\_\_\_\_

**Student Organization Representative First and Last Name:** \_\_\_\_\_

**Student Organization Representative Phone Number:** \_\_\_\_\_

**Student Organization Representative UWM Email address:** \_\_\_\_\_

**Business Name:** \_\_\_\_\_

**Business Manager First and Last Name:** \_\_\_\_\_

**Business Manager Phone Number:** \_\_\_\_\_

**Business Manager Email Address:** \_\_\_\_\_

Once completed, student organization representative should submit this completed and signed form to the Neighborhood Housing Office, located in the Student Union, WG85. Only hard copies will be accepted. Both the business manager and student organization representative will receive a copy of this agreement via email within 48 hours of receipt by the Neighborhood Housing Office.