

Release and Waiver of Liability

PLEASE READ CAREFULLY!

THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

This Release and Waiver of Liability (the "Release") is executed on this ____ day of _____, 20____, by _____, individually, and on behalf of their heirs, representatives, successors, and assigns (the "Volunteer"), in favor of Habitat for Humanity of Summit County, Habitat for Humanity International, Inc., and any other Habitat for Humanity affiliated organization, and their respective directors, officers, trustees, employees, volunteers and agents (collectively, the "Released Parties").

I, the Volunteer, desire to work as a volunteer for one or more of the Released Parties and engage in the activities related to being a volunteer for the Released Parties ("Activities"). I understand that my Activities may include but are not limited to the following: working in Habitat for Humanity offices or Habitat for Humanity ReStore operations; traveling to and from work sites, towns, cities or countries; consuming food available or provided; living in housing provided for volunteers; constructing and rehabilitating residential buildings; and other construction-related activities.

In consideration of Released Parties permitting Volunteer to participate in the Activities, I, the Volunteer, hereby freely, voluntarily and without duress acknowledge and agree as follows:

Release and Waiver. I, the Volunteer, do hereby release and forever discharge and hold harmless the Released Parties and their successors and assigns from any and all liability, claims and demands which I or my heirs, assigns, next of kin or legal representatives may have or which may hereinafter accrue with respect to any bodily injury, personal injury, illness, death or property damage which arise or may hereafter arise from or is in any way related to my Activities with any of the Released Parties, whether caused wholly or in part by the simple negligence, fault or other misconduct, other than intentional or grossly negligent conduct, of any of the Released Parties or of other volunteers.

I UNDERSTAND AND ACKNOWLEDGE THAT BY THIS RELEASE I KNOWINGLY ASSUME THE RISK OF INJURY, HARM AND LOSS ASSOCIATED WITH THE ACTIVITIES. I ALSO UNDERSTAND THAT THE RELEASED PARTIES DO 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, ILLNESS, DEATH OR PROPERTY DAMAGE.

It is the policy of Habitat for Humanity that children under the age of 16 are not allowed on Habitat for Humanity worksites while construction is in progress. It is further the policy of Habitat for Humanity that, while minors between the ages of 16 and 18 may be allowed to participate in construction work, using power tools, excavation, demolition, working on rooftops and similar activities are not permitted for anyone under the age of 18.

Medical Treatment. I, the Volunteer, do hereby release and forever discharge the Released Parties from any claim or action whatsoever which arises or may hereafter arise on account of any first aid, treatment or service rendered in connection with my Activities with any of the Released Parties.

If the Volunteer is less than 18 years of age, the Volunteer and the parents having legal custody and/or the legal guardians of the Volunteer (the "Guardians") also hereby release and forever discharge the Released Parties from any claim whatsoever which arises or may hereafter arise on account of the decision by any representative or agent of the Released Parties to exercise the power to consent to medical or dental treatment as such power may be granted and authorized in a Parental Authorization for Treatment of a Minor Child.

Assumption of the Risk. I, the Volunteer, understand that my Activities may include work that may be hazardous to me, including, but not limited to, the following: construction; loading and unloading; travel to and from the work sites; and exposure to lead, asbestos, and mold, which may cause or worsen certain illnesses, especially if I do not wear protective equipment, am exposed for extended periods of time, or have a pre-existing immune system deficiency.

I also understand there is some inherent risk in consuming local foods and living in local accommodations in the city(ies) or country(ies) visited. I further understand I may be traveling to and from locations where there is a risk of terrorism, war, insurrection, criminal activities, inclement weather or other circumstances that could threaten my health or safety. I also understand that it is the policy of the Released Parties to not pay ransom or make any other payments to secure the release of hostages.

I HEREBY EXPRESSLY AND SPECIFICALLY ASSUME THE RISK OF INJURY OR HARM IN THE ACTIVITIES AND RELEASE THE RELEASED PARTIES FROM ALL LIABILITY FOR ANY LOSS, COST, EXPENSE, INJURY, ILLNESS, DEATH OR PROPERTY DAMAGE RESULTING DIRECTLY OR INDIRECTLY FROM THE ACTIVITIES.

Insurance. I, the Volunteer, understand that, except as otherwise agreed to by the Released Parties in writing, the Released Parties are under no obligation to provide, carry or maintain health, medical, travel, disability or other insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain his or her own health, medical, travel, disability or other insurance coverage.

Photographic Release. Volunteer authorizes Habitat to photograph, video record, or audio record Volunteer during the Volunteer's Activities for Habitat for use in Habitat's printed and electronic promotional and educational materials. Volunteer does hereby grant and convey unto Habitat all right, title, and interest in any and all photographic images and video or audio recordings taken of Volunteer by Habitat during the Volunteer's Activities (being all those activities performed while participating in Habitat sponsored events) with Habitat, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings, without compensation or fee and consents to Habitat's unlimited use of those images as it deems appropriate for promotional and educational purposes. Volunteer forever releases and holds harmless Habitat from any and all claims that Volunteer has or may have in the future arising out of Volunteer's participation in the images or Habitat's use of the images.

Talking to the Media. Volunteers may not present themselves as representatives of or spokespeople for Habitat, either in print or in conversation, and may not publish under Habitat's name without express permission from the President and CEO of Habitat for Humanity of Summit County. Requests from the media must be directed to the President and CEO of Habitat for Humanity of Summit County. No volunteer of Habitat will represent the agency or provide information to the media without prior authorization from the President and CEO of Habitat for Humanity of Summit County.

Drug Free Environment. Habitat for Humanity of Summit County provides a drug-free environment. A volunteer may not use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. Drug abuse violations will result in immediate termination of volunteer service.

Mandatory Reporting of Concerns. Volunteers agree to report all concerns of safety or impropriety to the President and CEO of Habitat for Humanity of Summit County. Volunteers may choose to report to Habitat's independent, confidential, and secure monitoring service, Red Flag Reporting. This reporting method is available to all Volunteers. To file a report using Red Flag Reporting go to www.redflagreporting.com. The reporting is available 24-hours a day via the toll free number (1-877-647-3335) or the online submission form found at www.redflagreporting.com. Volunteers should reference the Habitat for Humanity of Summit County client code no. 3307457734. A link to Red Flag Reporting is also posted on the Habitat for Humanity of Summit County's website (www.hfhsummitcounty.org).

Other. I, the Volunteer, expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the state where the Activities take place. I further agree that in the event 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 clauses or provisions of this Release, which shall continue to be enforceable. Further, a waiver of a right under this Release does not prevent the exercise of any other right.

By signing this form, I acknowledge that I have viewed the construction safety video from Habitat for Humanity International. By signing this form, I also acknowledge that I will not perform any work on a Habitat worksite until properly instructed by the staff of Habitat, the Site Supervisor, or the Safety Coordinator.

BY SIGNING THIS FORM, I ACKNOWLEDGE THAT I HAVE RECEIVED, READ AND UNDERSTAND THIS "RELEASE AND WAIVER OF LIABILITY" AND "PHOTOGRAPHIC RELEASE." I HAVE ALSO ASKED AND RECEIVED FROM HABITAT, PRIOR TO SIGNING, A SATISFACTORY EXPLANATION OF ANY PORTIONS OF THIS RELEASE THAT I DID NOT AT FIRST FULLY UNDERSTAND. I FURTHER ACKNOWLEDGE AND AGREE THAT IT IS MY INTENTION TO EXEMPT AND RELIEVE HABITAT AND ITS EMPLOYEES AND AGENTS FROM LIABILITY FOR MY PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH THAT MAY ARISE FROM MY PARTICIPATION IN ACTIVITIES FOR HABITAT WHETHER CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

To express my understanding of and agreement with this Release, I sign here with a witness.

Volunteer: Name (please print): _____ Signature: _____

Address: _____

Phone: (H) _____ (C) _____ E-mail: _____ Date of Birth: _____

Witness: Name (please print): _____ Signature: _____

IMPORTANT: If the Volunteer is less than 18 years of age, all parents or guardians must also sign this Release and Waiver of Liability with a witness. Also, all parents or guardians must complete the "Parental Authorization for Treatment of, and Travel With, a Minor Child" on the following page. If only one parent or guardian executes this Release on behalf of a Volunteer who is under 18 years of age, then the undersigned parent or guardian of the Volunteer hereby covenants, warrants, represents and agrees that he or she is executing this Release on behalf of, and as an agent for, any other individual who may be a parent or guardian of the Volunteer, and that by executing this Release, the undersigned is binding himself/herself, the Volunteer, and any other parent or guardian of the Volunteer, and all of their heirs, executors, personal representatives, assigns and estates to this Release.

Parent/Guardian: Name (please print): _____ Signature: _____

Address: _____

Witness: Name (please print): _____ Signature: _____

Parent/Guardian: Name (please print): _____ Signature: _____

Address: _____

Witness: Name (please print): _____ Signature: _____

EMERGENCY CONTACT INFORMATION

Name: _____ Relationship: _____

Address: _____

Phone: (H) _____ (C/W) _____ E-mail: _____

IF APPLICABLE:

School/Organization (no abbreviations please):

Host Affiliate Site:
