

IMPORTANT: Each volunteer must have a signed “Release and Waiver of Liability” on file.

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 _____, (the “Volunteer”), in favor of Habitat for Humanity International Inc., a nonprofit corporation existing under the laws of the State of Georgia, USA, Habitat of Humanity of Defiance County Inc., and any other Habitat for Humanity affiliated organizations, and their directors, officers, trustees, employees, volunteers and agents (collectively, “Habitat and Partners”).

I, the Volunteer, desire to work as a volunteer for Habitat and Partners and engage in the activities related to being a volunteer (“Activities”). I understand that my Activities may include but are not limited to the following: working in the Habitat for Humanity offices or Habitat for Humanity ReStore operations; traveling to and from worksites, 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.

I, the Volunteer, hereby freely, voluntarily, and without duress execute this Release under the following terms:

Release and Waiver: I, the Volunteer, do here by release and forever discharge and hold harmless Habitat and Partners and their 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 my Activities with Habitat and Partners.

I understand and acknowledge that this Release discharges Habitat and Partners from any liability or claim that I may have against Habitat and Partners with respect to any bodily injury, personal injury, illness, death or property damage that may result from my Activities with Habitat and Partners, whether caused by the negligence of Habitat and Partners or their officers, directors, employees, agents or otherwise. I also understand that Habitat and Partners 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 a Habitat for Humanity worksite while construction is in progress. It is further the policy of Habitat for Humanity that, while children between the ages of 16 and 18 may be allowed to participate in construction work, ultra hazardous activity such as using power tools, excavation, demolition or working on rooftops is not permitted by anyone under the age of 18.

Medical Treatment: I, the Volunteer, do hereby release and forever discharge Habitat and Partners 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 Habitat and Partners.

If the Volunteer is less than 18 years of age (a “minor”), the Volunteer and the parents having legal custody and/or the legal guardians of the Volunteer (the “Guardians”) also hereby release and forever discharge Habitat and Partners from any claim whatsoever which arises or may hereafter arise on account of the decision by any representative or agent of Habitat and Partners 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 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/cities or country/countries 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 Habitat and Partners 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 Habitat and Partners 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 Habitat and Partners in writing, Habitat and Partners 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: I, the Volunteer, do hereby grant and convey unto Habitat and Partners all right, title and interest in any and all photographic images and video or audio recordings made by Habitat and Partners during my Activities with Habitat and Partners, including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.

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 of Georgia, USA, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Georgia, USA. 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.

To express my understanding of this Release, I sign here with a witness. Date of Birth: _____

Volunteer: Name (PRINT): _____ Signature: _____

Address _____ City _____ State _____ Zip Code _____

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

Witness: Name (PRINT): _____ Signature: _____

IMPORTANT: If the Volunteer is less than 18 years of age, both parents or guardians must also sign this Release and Waiver of Liability with a witness. Also, both 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 (PRINT): _____ Signature: _____

Address: _____

Witness: Name (PRINT): _____ Signature: _____

Parent/Guardian: Name (PRINT): _____ Signature: _____

Address: _____

Witness: Name (PRINT): _____ Signature: _____

EMERGENCY CONTACT INFORMATION (PRINT ALL INFORMATION)

Name: _____ Relationship: _____

Address: _____

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

PARENTAL AUTHORIZATION FOR TREATMENT OF, AND TRAVEL WITH, A MINOR CHILD

I, _____, am the parent or legal guardian having custody of _____, a minor child. As such parent or legal guardian, I hereby authorize and appoint _____, an adult in whose care the minor child has been entrusted or a duly authorized agent of Habitat for Humanity International, Inc., as my agent to act for me with respect to my minor child and in my name in any way I could act in person to make any and all decisions for me with respect to my minor child, _____, concerning my minor child’s personal care, medical treatment, hospitalization, and health care and to require, withhold or withdraw any type of medical treatment or procedure, including X-ray examination, anesthetic, medical or surgical diagnosis or treatment which may be rendered to my minor child under the general or special supervision and on the advice of any physician or surgeon licensed to practice in the state in which treatment is sought. My agent shall have the same access to my minor child’s medical records that I have, including the right to disclose the contents to others.

Also, I hereby authorize and appoint my agent to travel with my minor child to construction sites, and for my minor child to serve as a volunteer with Habitat for Humanity of Defiance County Inc., and to help construct houses on a voluntary basis, without compensation.

1) Parent or Guardian:

Witness: Date:

2) Parent or Guardian:

Witness: Date:

This PARENTAL AUTHORIZATION FOR TREATMENT OF, AND TRAVEL WITH, A MINOR CHILD sworn to and subscribed before me by _____ and _____, the Parent(s) or Legal Guardian(s) of _____, a minor child, this ____ day of _____, 20____.

Notary Public

My commission expires: _____