

# HABITAT FOR HUMANITY OF MEDINA COUNTY

## 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 \_\_\_\_\_, 2016, by (the “Volunteer”) in favor of Habitat for Humanity of Medina 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 without compensation and engage in the activities related to being a volunteer. I understand that my Activities may include but are not limited to the following: working in Habitat for Humanity offices and worksites; working in or for Habitat for Humanity ReStore operations; loading and unloading materials; traveling to and from worksites, towns, cities, or countries; consuming food available or provided; living in housing provided for volunteers; assisting in disaster relief areas; constructing and rehabilitating residential buildings; other construction-related activities; and other volunteer activities (“Activities”)

I, the Volunteer, understand that my Activities may include work that may be hazardous to me, including, but not limited to, 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, instability, inclement weather, or other circumstances that could threaten my health or safety. I also understand that it is the policy of the Released Parties not to pay ransom or make any other payments to secure the release of hostages.

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

**Release and Waiver.** In consideration of and in order to be allowed to participate in the Activities, 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, demands, costs, and damages of any kind, whether arising from tort, contract or otherwise, which I or my heirs, assigns, next of kin, or legal representatives may have or which may hereinafter accrue, arise from, or are in any way related to my Activities with any of the Released Parties, including but not limited to personal injury, bodily injury, illness, property damage, loss or death, whether caused wholly or in part by the simple negligence, fault or other misconduct of any of the Released Parties or of other volunteers, other than their intentional or grossly negligent conduct.

I understand and acknowledge that by this Release I knowingly assume the risk of injury, harm, damage, 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.*

**Consent to Transportation and Medical Treatment** I consent to the use of first aid treatment and the use of generic and over the counter medications and treatments as directed by the manufacturer labels, whether administered by the Released Parties or first aid personnel. In an emergency, I understand the Released Parties may try to contact the individual listed below as an emergency contact. If an emergency contact cannot be reached promptly, I hereby authorize the Released Parties to act as an agent for me to consent to any examination, testing, x-rays, medical, dental, or surgical treatment for me as advised by a physician, dentist, or other health care provider. I also authorize the Released Parties to arrange for transportation of me as deemed necessary and appropriate in their discretion. I, the Volunteer, do hereby release, forever discharge, and hold harmless the Released Parties from any liability, claim, demand, and action whatsoever brought by me or on my behalf which arises or may hereafter arise on account of any transportation, first aid, assessment, care, treatment, response, 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 parent(s) or guardian(s) of the Volunteer also hereby release, forever discharge and hold harmless the Released Parties from any liability, claim, demand, and action whatsoever brought by such volunteer or on his/her behalf 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 transport, administer first aid, and consent to assessment, examination, x-rays, medical, dental, surgical, or other such health care treatment as set forth in the Parental Authorization for Treatment of, and Travel With a Minor Child

**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.

I understand that I am and remain responsible for payment of such hospital, physician, ambulance, dental, medical, or other services obtained for me or my child. I agree that the Released Parties do not assume any responsibility for the payment of such fees or expenses which may be incurred. If I have health insurance, I understand my personal health insurance is my primary coverage

**Confidentiality** I agree that, in the course of my participation in the Activities, I may have access to personal and/or health care information of other persons. I agree to maintain the confidentiality of such information, to use such information only as necessary to do my job as a volunteer, and to comply with Habitat for Humanity, International, Inc. for applicable policies regarding such information.

**Photographic Release** I, hereby grant and convey unto Habitat for Humanity International, Inc. all rights, title, and interest in any and all photographs and video/audio/electronic recordings of me, including as to my name, image or voice made by or on behalf any of the Released Parties during my Activities with the Released Parties including, but not limited to, the right to use such materials for any purpose and to any royalties, proceeds, or other benefits derived from them. I understand that I will not

have any ownership interest in or to such photographs, images, and/or recordings. I have not been provided or promised any compensation to me, and I hereby waive any rights, privileges, or claims based on any right of publicity, privacy, ownership, or any other right arising, relating to or resulting from the photographs, images, and/or recordings. I understand and agree that this paragraph also applies to my minor child(ren) who are volunteering.

**Other**\_I expressly agree that this Release is intended to be as broad and inclusive as permitted by state law. I further agree that in the event any clause or provision of this Release is held 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 by a Released Party does not present the exercise of any other right.

I have carefully considered my decision, the benefits and risks involved and hereby give my informed consent to participate in all volunteer Activities. I have read and understand this Release and Waiver of Liability, any questions of mine have been answered, and I voluntarily agree to the above provisions. It is my intent to bind my heirs, next of kin, assigns, and legal representatives.

**SIGNATURE OF VOLUNTEER 18 YEARS OR OLDER**

**Volunteer:** Name (print) \_\_\_\_\_ Signature \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (H) \_\_\_\_\_ (C) \_\_\_\_\_

Date of Birth \_\_\_\_\_ Shirt Size \_\_\_\_\_

Email: \_\_\_\_\_

Witness (print) \_\_\_\_\_ Signature \_\_\_\_\_

**EMERGENCY CONTACT INFORMATION FOR VOLUNTEERS OVER 18 YEARS OF AGE**

Name (print) \_\_\_\_\_ Relationship \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (H) \_\_\_\_\_ (C) \_\_\_\_\_