

## Volunteer Release and Waiver of Liability

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

I am (check one):  Adult (18+ years of age)  16-17 years of age  14-15 years of age  under 14 years of age

This Release and Waiver of Liability (the "Release") executed on this \_\_\_\_ day of \_\_\_\_\_, 2018, by (the "Volunteer") \_\_\_\_\_ and the ("Guardian" for 17u minor volunteer only) \_\_\_\_\_, having legal custody and/or the legal guardian of the volunteer, in favor of Habitat for Humanity International, Inc., a nonprofit corporation, and Maumee Valley Habitat for Humanity, a nonprofit corporation, and each of their directors, officers, employees, and agents (collectively, "Habitat").

The Volunteer desires to work as a Volunteer and/or is a partner family for Habitat and engage in the activities related to being a volunteer and/or partner family (the "Activities"). The Volunteer/Guardian understands that the Activities may include constructing, deconstructing and rehabilitating residential buildings as well as working in the Habitat offices or ReStore. In addition, the Activities may include work that is credited to the Volunteer's sweat equity requirements as a partner family.

The Volunteer and/or Guardian freely, voluntarily, and without duress executes this Release under the following terms:

**Release and Waiver.** Volunteer and/or Guardian releases and forever discharges and holds harmless Habitat and its 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 Activities with Habitat.

Volunteer and/or Guardian understands that this Release discharges Habitat from any liability or claim that the Volunteer and/or Guardian may have against Habitat with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's Activities with Habitat, whether caused by the negligence of Habitat or its officers, directors, employees, or agents or otherwise. Volunteer and/or Guardian also understands that Habitat 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.

**Medical Treatment.** Volunteer and/or Guardian hereby releases and forever discharges Habitat from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's Activities with Habitat.

**Assumption of the Risk.** The Volunteer and/or Guardian understands that the Activities included work that may be hazardous to the Volunteer, including, but not limited to, construction, loading and unloading, and transportation to and from the work sites.

Volunteer and/or Guardian expressly and specifically assumes the risk of injury or harm in the Activities and releases Habitat from all liability for injury, illness, death, or property damage resulting from the Activities.

**Insurance.** The Volunteer and/or Guardian understands that, except as otherwise agreed to by Habitat in writing, Habitat does not carry or maintain health, medical, or disability insurance coverage for any Volunteer.

**Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.**

(Over)

**Photographic Release.** Volunteer and/or Guardian grants and conveys unto Habitat, its representatives and employees, all right, title, and interest in any and all photographic images and video or audio recordings, of me and my property, made by Habitat during the Volunteer's Activities with Habitat, including but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. Further, Volunteer and/or Guardian authorizes Habitat to copyright, use and publish the same in print and/or electronically. Habitat may use such photographs of me with or without my name and for any lawful purpose, including but not limited to, such purposes as publicity, illustration, advertising, social media, and other Web content.

**Authorization to conduct criminal background and sex offender registry check:** As applicable, the Volunteer and/or Guardian acknowledges that the Volunteer is seeking to become or continue as a volunteer with Habitat. Volunteer and/or Guardian acknowledges that Habitat has a legitimate business need to obtain the Volunteer's consumer report, including to protect the safety and security of the premises in which volunteer services may be rendered, to ensure the safety of vulnerable populations, including but not limited to, children, the elderly, and the indigent, and to protect the reputation of Habitat and the quality of services it provides. This Authorization is valid for current and future reports, and the Volunteer and/or Guardian specifically understands that Habitat intends for this Authorization to cover both the Volunteer's anticipated engagement as a volunteer and any additional consumer reports obtained throughout the duration of the Volunteer's engagement.

**Other.** Volunteer and/or Guardian expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Ohio, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Ohio. Volunteer and/or Guardian 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.

**IN WITNESS WHEREOF, Volunteer and/or Guardian have executed this Release as of the day and year first above written.**

**NOTE: PLEASE PRINT and SIGN on lines below.**

**Volunteer Print Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Parent/Guardian: Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Complete Address:** \_\_\_\_\_

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

**Please provide your email address so that we may contact you about future projects and events.**

**E-mail:** \_\_\_\_\_

**In case of emergency please contact:** Last name: \_\_\_\_\_ First name: \_\_\_\_\_

Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_