

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 _____ (Date) day of _____, (Month) 2016, by _____ in favor of _____
(The "Volunteer" Please Print)

Bryan/College Station Habitat for Humanity Inc., a Texas non-profit corporation, its directors, officers, employees, and agents (collectively, "Habitat").

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 at Habitat for Humanity offices and worksites; working in or for Habitat for Humanity ReStore operations; loading and unloading materials; traveling to and from work sites, towns, cities or countries; consuming food available or provided; living in houses 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 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) I visited.

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

1. **Waiver and Release.** Volunteer does hereby release and forever discharge and hold 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 work for Habitat.

Volunteer understands and acknowledges that this Release discharges Habitat from any liability or claim that the Volunteer may have against Habitat with respect to any bodily injury, personal injury, illness, death or property damage that may result from Volunteer's work for Habitat, whether caused by the negligence of Habitat or its officers, directors, employees, agents, volunteers, or otherwise. Volunteer also understands that, except as otherwise agreed to by Habitat in writing, 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.

I understand and acknowledge that children under the age of 10 are not allowed on Habitat for Humanity worksites while construction is in progress. While minors between the ages of 10 and 18 may be allowed to participate in some types of construction, I understand that using power tools, demolition, working on rooftops and ladders, and similar activities are not permitted for anyone under the age of 18. I agree it is my responsibility to communicate these requirements to any of my minor children who will attend and/or participate in Habitat for Humanity volunteer activities.

Volunteers under the age of 18 have restrictions and limitations on activities that are as follows;

- *Ages 18 and up are allowed to participate in all activities*
- *Ages 14-17 are only allowed on projects that include interior painting, exterior painting, and landscaping but must have Non-Habitat adult supervision that includes a 1 adult: 3 minor ratio.*
- *Ages 10-13 are allowed to participate in landscaping activities when under supervision by their legal guardian(s).*
- *Volunteers under the age of 10 are not allowed on active construction sites at any time. Inactive construction sites include lunch hours and before or after construction operations. The minors must be under legal guardian supervision at all times.*

2. Consent to Transportation and Medical Treatment. I consent to use the first aid treatment and the use of generic and over the counter medications and treatments as directed by 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. This includes, but not limited to, my assessment, evaluation, medical care and treatment, anesthesia, hospitalization, or other health care treatment procedure 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) having legal custody and/or the legal 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 treatment as set forth in the Parental Authorization for Treatment of, and Travel With, a Minor child.

3. Assumption of Risk. The Volunteer understands that the work for Habitat may include activities that may be hazardous to the volunteer, including, but not limited to, construction, loading and unloading, and transportation to and from work sites. The Volunteer hereby expressly and specifically assumes the risk of injury or harm in these activities and releases Habitat from all liability for injury, illness, and death or property damage resulting from the activities the Volunteer performs on behalf of Habitat. The Volunteer has read, understood and agrees to abide by Habitat's Safety Guidelines.

4. Insurance. The Volunteer 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.**

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.

5. Photographic Release. Volunteer does hereby grant and convey unto Habitat all rights, title, and interest in any and all photographic images and video or audio recordings made by Habitat during the Volunteer's work for Habitat, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

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 prevent 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 by heirs, next of kin, assigns and legal representative.

Volunteer name (please print): _____ Signature: _____

Address: _____ City _____ Zip Code _____

Phone : (H) _____ (C) _____ Date of Birth: _____

Email: _____

EMERGENCY CONTACT:

Name: (please print) _____ Signature: _____

Address: _____

Phone: (H) _____ (C) _____ Date of Birth: _____

Email: _____

Parent and/or Legal Guardian consent (if volunteer is under the age of 18):

Print: _____

Signature: _____

Address _____

Phone: (H) _____ (C) _____

Email: _____