



Release and Waiver of Liability

PLEASE READ CAREFULLY. THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR RIGHTS. YOU MUST SIGN ON REVERSE SIDE!

This Release and Waiver of Liability (the “Release”) executed on this day of service by the “Volunteer” stated on reverse side in favor of Habitat for Humanity International, Inc., a nonprofit corporation, and Habitat for Humanity of Tompkins and Cortland Counties, Inc., a New York nonprofit corporation, its directors, officers, employees, and agents – including without limitation, other volunteers – (collectively and individually, “Habitat”).

I, the Volunteer, desire to work as a volunteer for Habitat and engage in any activities related to being a volunteer (the “Activities”). I understand that the Activities may include, without limitation: working in the Habitat office or Habitat ReStores, travelling to and from work sites, consuming food available or provided, meetings, living in housing provided for volunteers, constructing and rehabilitating buildings and properties, and other construction-related activities.

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

Release and Waiver. I, the Volunteer, do hereby release and forever discharge and hold harmless Habitat and its heirs, successors and assigns from any and all liability, claims, and demands of whatever kind or nature, which I or my heirs, assigns, next of kin or legal representatives, either in law or in equity, may have or may hereafter arise 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 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 Activities with Habitat, whether caused by the negligence of Habitat or its officers, directors, employees, or agents or otherwise. Volunteer 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, 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. Volunteer does hereby release and forever discharge Habitat 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 the Volunteer’s Activities with Habitat.

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 inherently dangerous work, including, but not limited to, construction, loading and unloading, and transportation 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.

Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases Habitat 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 in writing; Habitat does not 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 medical, health or other insurance coverage.

Photographic Release. I, the Volunteer, do hereby grant and convey unto Habitat all right, title, and interest in any and all photographs and video or audio recordings 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.

Belongings. The Volunteer understands that all personal belongings, including all tools and equipment, owned by the Volunteer brought onsite remain the Volunteer's responsibility. TCHFH is not liable for Volunteers' broken or misplaced belongings.

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 New York, and that this Release shall be governed by and interpreted in accordance with the laws of the State of New York, without affect to its doctrine of conflict of laws. Volunteer 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. Further, a waiver of a right under this Release does not prevent the exercise of any other right. TCHFH screens all staff, board members, applicant families and key volunteers on the National Sex Offender Public Registry. By completing this waiver you are submitting to such an inquiry.

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

Please write neatly. We want to be able to read your handwriting!

Date: _____ (mm/dd/yyyy)

Volunteer Name (please print): _____

Volunteer Signature: _____

Address: _____

Phone: _____

E-mail: _____

(email will not be shared and will only be used by Habitat)

Date of Birth: _____ (mm/dd/yyyy)

In case of emergency, contact:

Name: _____ **Phone:** _____

Witness Name (please print): _____

Witness Signature: _____