

## Release and Waiver of Liability

This Release and Waiver of Liability (the "Release") is executed this day by the applicant volunteer (the "Volunteer") in favor of Habitat for Humanity International, Inc., a nonprofit corporation, Habitat for Humanity Bay-Waveland Area Inc., a Mississippi nonprofit corporation, their directors, officers, employees, volunteers, and agents (collectively, "Habitat and Partners"), and Saint Stanislaus College, a Mississippi nonprofit corporation, their directors, officers, employees, volunteers and agents. The Volunteer desires to work as a volunteer for Habitat and Partners and engage in the activities related to being a volunteer (the "Activities"). The Volunteer understands that the Activities may include constructing and rehabilitating residential buildings, working in the Habitat offices, and living in housing provided for volunteers by Saint Stanislaus College. The Volunteer hereby freely, voluntarily, and without duress executes this Release under the following terms:

**Release and Waiver.** Volunteer does hereby 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 Volunteer's Activities with Habitat and Partners. Volunteer understands that this Release discharges Habitat and Partners from any liability or claim that the Volunteer may have against Habitat and Partners with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's Activities with Habitat and Partners, whether caused by the negligence of Habitat and Partners or their officers, directors, employees, or agents or otherwise. Volunteer also understands 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 or illness. Volunteer hereby agree to release, indemnify, and hold harmless Saint Stanislaus College, its agents, employees, and subdivisions from any and all liability, damage or costs, claims or losses, including attorneys' fees, resulting from personal or property damages which arise out of or are associated with or result from an accident or injury, including death, and which is related to or occurs while on this trip.

**Medical Treatment.** Volunteer does hereby release and forever discharge Habitat and Partners 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 and Partners.

**Assumption of the Risk.** The Volunteer understands that Activities include work that may be hazardous to the Volunteer, including, but not limited to, construction, loading and unloading, and transportation to and from the sites. Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases Habitat and Partners from all liability for injury, illness, death, or property damage resulting from the Activities.

**Trip Cancellation:** Bay-Waveland Habitat may choose at any time to cancel construction activities due to hurricane activity, inclement weather or other circumstances beyond Habitat's control. In these circumstances the Volunteer agrees not to hold Habitat, it's Partners and Assigns liable for lodging, airfare or other trip related expenses.

**Insurance:** The Volunteer understands that, except as otherwise agreed to in writing, Habitat and Partners do 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.

**Photographic Release:** Volunteer does hereby grant and convey unto Habitat, it's Partners, and Assigns, all right, title, and interest in any and all photographic images and video or audio recordings made by Habitat and Partners during the Volunteer's Activities with Habitat and Partners, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

**Other:** Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the States of Georgia and Mississippi, and that this Release shall be governed by and interpreted in accordance with the laws of the States of Georgia and Mississippi. 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. Volunteer has executed this Release as of the day and year included in this application.

(Please complete ALL fields)

|  |  |   |  |
|--|--|---|--|
| Today's Date:                                  |  | Trip Dates:                                   |  |
| Print Name:                                    |  | Signature:                                    |  |
| Email/Phone:                                   |  | Group Name:                                   |  |
| Parent/Guardian<br>Print Name<br>(if under 18) |  | Parent/Guardian<br>Signature<br>(if under 18) |  |