

## RELEASE AND WAIVER OF LIABILITY

I, \_\_\_\_\_ (“Volunteer”) and \_\_\_\_\_, (“Guardian”), execute this release and waiver of liability (“Release”) in favor of **Flatirons Habitat for Humanity**, a Colorado nonprofit corporation, their directors, officers, employees, and agents (collectively “Habitat”). The Volunteer and Guardian desire that the Volunteer work as a volunteer for Habitat and engage in the activities related to being a volunteer. The Volunteer understands that the activities may include constructing and rehabilitating residential and commercial buildings, working in the Habitat offices, and living in housing provided for volunteers of Habitat. The Volunteer and Guardian do hereby freely, voluntarily, and without duress execute this Release under the following terms:

**Release and Waiver.** Volunteer and Guardian do 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 Activities with Habitat. Volunteer and Guardian understand that this Release discharges Habitat from any liability or claim that the Volunteer 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 Guardian also understand 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. It is the policy of Habitat that children under the age of 16 not be allowed on the worksite while there is construction in progress. It is further the policy of Habitat that, while children ages 16 and 17 may be allowed to participate in the construction work, hazardous activity such as using power tools, excavation demolition or working on rooftops is not permitted by anyone under the age of 18.

**Medical Treatment.** Volunteer and Guardian do hereby release and forever discharge 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 or with the decision by any representative or agent of Habitat to exercise the power to consent to medical or dental treatment as such power may be granted and authorized in the Parental Authorization for Treatment of a Minor Child. **Assumption of the Risk.** The Volunteer and Guardian understand that the 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 work sites. Volunteer and Guardian hereby expressly and specifically assume 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 Guardian understand 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.**

**Photographic Release.** Volunteer and Guardian do hereby grant and convey unto Habitat all right, title, and interest in any and all photographic images 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. **Attorney Fee.** Volunteer and Guardian agree that in the event that either Volunteer and/or Guardian sue Habitat and Habitat wins, then Volunteer or Guardian will reimburse Habitat for its reasonable attorney fees. **Other.** Volunteer and Guardian expressly agree that this Release is intended to be broad and inclusive as permitted by the laws of the State of Colorado, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Colorado. Volunteer and Guardian agree 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 Guardian have executed this Release as of the day and year first above written.

Volunteer \_\_\_\_\_ Email \_\_\_\_\_

Signature \_\_\_\_\_ Guardian Signature (if under 18) \_\_\_\_\_

Date \_\_\_\_\_ Phone \_\_\_\_\_ Address \_\_\_\_\_

Affiliation (church, company) \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Emergency Contact (REQUIRED): Name/Relationship \_\_\_\_\_ Phone \_\_\_\_\_

## Level 1 SAFETY ORIENTATION GUIDELINES FOR VOLUNTEERS

Flatirons Habitat for Humanity is dedicated to the safety of its volunteers to ensure that safety and quality home building go hand in hand. We desire to develop an attitude among our volunteers that safety is of the highest priority. This attitude includes understanding our safety rules. Our safety program is designed to protect you from injury and ensure you will have a safe time at our work site. Our safety guidelines include:

### WORK SITE REQUIREMENTS

- Volunteers must be **sixteen** years of age or older to volunteer at the construction site and must be over **seventeen** years to operate power tools or to use ladders while working ten feet or more above the ground
- No smoking, drugs, and / or alcohol are allowed at the construction site
- Volunteers must not leave hand tools or discarded materials that can cause injury to others
- Volunteers should watch out for and immediately remove any exposed nails
- At the end of the work day, volunteers should clean up their work area, discard scrap materials in the dumpster, put away all tools in the trailer, and restack unneeded materials

### WEARING SAFETY EQUIPMENT:

- Volunteers **MUST** wear safety glasses or their personal glasses **at all times** while working at our construction site. Sun glasses are not suitable for indoor construction activities
- Hard hats **must be worn** through drywall phase (exceptions: landscaping or break times)
- Ear protection is available and may be required by your crew leader for certain assignments
- Proper footwear is required at all times. No sandals are permitted at the construction site.

**DRINK LOTS OF WATER AND USE SUNSCREEN:** Colorado weather can deplete a person's body of needed water and cause heat exhaustion. If our water container is empty, inform your crew leader so it can be refilled. If working outside, sunscreen is available for your use.

**KNOWING YOUR ABILITIES AND YOUR LIMITATIONS:** Volunteers should be aware of their capabilities and physical strength. Working beyond your limits could lead to unsafe practices or situations. When lifting materials, size up what you will be lifting, determine your path you'll take, and lift with your legs and a straight back. Speak with your crew leader if you are ever concerned about your work assignment.

**STEP LADDER USAGE:** Only one person is allowed on a ladder at a time. Never exceed the ladder's weight limits. Never move a ladder while standing on it. **Never** stand on its top step. Ensure the ladder is in good shape and positioned well on a level and stable surface.

**UNDERSTANDING YOUR WORK ASSIGNMENT:** Volunteers should ensure they understand what their assignment involves and how it should be safely done. **If unsure**, ask your crew leader.

**WATCHING FOR HAZARDS:** Volunteers should inform a crew leader or the site's Construction Director of any potential hazards they see before an accident occurs.

**FIRST AID EQUIPMENT:** Basic first aid supplies are located in the office trailer. Inform your crew leader if you need any medical assistance or an emergency exists.

**FIRE EXTINGUISHERS:** Each building is equipped with fire extinguishers. For **small** fires, stand back about **six** feet, hold the unit upright, remove the extinguisher's pin to unlock the operating lever by, aim it at the **BASE** of the fire, squeeze the trigger, and sweep the unit from side to side.

Our safety policies are intended for your protection and of others who are **around** you. Please discuss any safety related matter with any crew leader or our Construction Site Director.

*I have read and understand these guidelines, and I agree to follow them to the best of my ability.*

Print name (First, Last): \_\_\_\_\_

Volunteer's signature: \_\_\_\_\_ Date: \_\_\_\_\_