



Jefferson County Wisconsin Habitat for Humanity

734 Madison Avenue Fort Atkinson, WI 53538 #920-397-7362

RELEASE AND WAIVER OF LIABILITY FOR MINORS

Please read carefully! This is a legal document that affects your legal rights!

Welcome -- Habitat for Humanity is a not-for-profit corporation which could not accomplish its Christian housing ministry without the wonderful support it receives from you and hundreds of other volunteers. We thank you for that support and hope your experience in community service will be rewarding.

Be Careful -- Working on a construction site is a hazardous activity. We will try our best to provide a safe work site, but volunteers must assume the risk of injury or death which may arise out of the ordinary activities which take place here. Safety on the job site will depend on you. We will provide reasonable supervision and safety oversight, but you are expected to know and follow the basic rules of safety. These include not using power equipment, unless you are experienced or trained properly, wearing proper clothing and safety equipment, always being alert, and helping your fellow volunteers to know and follow safety rules. Be sure to talk to the site superintendent before proceeding to your work if you have any safety questions or concerns. We do not have emergency medical treatment available onsite, but will provide such first aid as may be available.

This Release and Waiver of Liability (the "Release") is executed on this _____ day of _____, 200__, by _____, a minor child (the "Volunteer"), and _____ and _____, the parents having legal custody and/or the legal guardians of the Volunteer (the "Guardians"), in favor of Habitat for Humanity International, Inc., a non profit corporation, and Habitat for Humanity of Jefferson County Wisconsin, Inc. a nonprofit corporation, its directors, officers, employees and agents (collectively, "Habitat"). (Note that any additional parent or guardian should sign the Release).

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 Activities"). The Volunteer and the Guardian understand that the activities may include constructing and rehabilitating residential 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:

1. **Waiver and Release.** 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 Guardians 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.
2. It is the policy of Habitat that children under the age of 16 not be allowed on a Habitat worksite while there is construction in progress. It is further the policy of Habitat that, while children between the ages of 16-18 may be allowed to participate in construction work, ultra hazardous activity such as using power tools, excavation, demolition or working on rooftops is not permitted by anyone under the age of 18.
3. **Medical Treatment.** Volunteer and Guardians do hereby release and forever discharge Habitat from any claim whatsoever that 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.
4. **Assumption of Risk.** The Volunteer and Guardians understand that the Activities for Habitat may 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. The food, building materials, and tools may be donated to Habitat and beyond the control of Habitat. Volunteer and Guardians hereby expressly and specifically assume the risk of injury or harm in the Activities and release Habitat from all liability for injury,

illness, death or property damage resulting from the Activities.

- 5. **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.***

On construction site, Habitat for Humanity requires construction volunteers to attend a brief safety meeting every day upon arrival. This is required even if attended past safety meetings. I agree to abide by the Construction Safety Rules which I have read and understand that my personal safety is my own responsibility.

- 6. **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 for Habitat, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

- 7. **Other.** Volunteer and Guardians expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Wisconsin, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Wisconsin. Volunteer and Guardians 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. Volunteers will be checked to see if they are registered sex offenders under sec. 301.45 of the Wisconsin Statutes. JCWHFH retains the right to reject a volunteer if volunteer is currently required to register as a sex offender, if it is determined that the volunteer's conviction(s) materially conflict(s) with the mission of JCWHFH.

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

Volunteer: _____ **Parent/Guardian:** _____

Witness: _____ **Date:** _____

**Jefferson County Wisconsin Habitat for Humanity
Parental Authorization for Treatment of a Minor Child**

I, _____, am the parent of legal guardian having custody of _____, a minor child. As such parent or legal guardian, I hereby authorize and appoint _____, an adult in whose care the minor child has been entrusted or a duly authorized agent of Jefferson County Wisconsin Habitat for Humanity, Inc., as my agent to act for me with respect to my minor child, _____ concerning my minor child's personal care, medical treatment, hospitalization, and health care and to require, withhold, or withdraw any type of medical treatment or procedure, including x-ray examination, anesthetic, medical or surgical diagnosis or treatment which may be rendered to my minor child under the general or special supervision and on the advice of any physician or surgeon licensed to practice in the state in which treatment is sought. My agent shall have the same access to my minor child's medical records that have, including the right to disclose the contents to others.

Witness _____

Parent or Guardian _____

Witness _____

Parent or Guardian _____

In care of emergency, please contact:

Personal Physician:

Name: _____

Name: _____

Relation: _____

Office Phone: _____

Address: _____

Phone (Day time or Cell): _____

Emergency Medical Information:

The following information may be needed by any hospital or medical practitioner not having access to the Volunteer/Participant's medical history.

Allergies (Medicine, food, etc): _____

Medication being taken: _____

Date of last tetanus shot: _____

Physical impairments: _____