National Center for Craftsmanship

RELEASE OF AND WAIVER FROM LIABILITY FORM

THIS RELEASE OF AND WAIVER OF LIABILITY FORM ("Release") is executed by the "Volunteer" signed below in favor of the National Center for Craftsmanship, a nonprofit corporation, their directors, officers, employees, and agents (collectively "NCC"). The Volunteer desires to work as a volunteer for NCC and engage in the activities related to being a volunteer ("Activities"). The Volunteer understands that the Activities may include potentially dangerous and hazardous activities including but not limited to the deconstruction of residential buildings. The Volunteer hereby freely, voluntarily, without duress and will knowledge of the potential risks executes this Release under the following terms:

- 1. Release and Waiver. Volunteer does hereby release and forever discharge and hold harmless NCC and its successors and assigns from any and all liability whether caused by negligence of the NCC, the Volunteer or otherwise for any claim, judgment, loss, liability, cost and expenses (including, without limitations, attorney's fees and costs) arising out of or connected with the Activities. This Release includes but is not limited to any claim arising out of or connected with any illness or injury (minimal, serious, catastrophic and / or death) that Volunteer may incur or sustain during the Activities, all events associated with the Activities and while traveling to and from the site for the Activity whether or not the Activity actually occurs. Volunteer further expressly agrees to indemnify and hold harmless NCC for any claims, judgments, loss, liability, cost and expenses brought against NCC by the Volunteer's heirs, successors, assigns, executors and administrators. Finally, Volunteer agrees to reimburse and to make good to the NCC any loss or costs NCC may have to pay as a result of any such action, claim or demand. Volunteer understands that this Release discharges NCC from any liability or claim that the Volunteer may have against NCC with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's Activities with NCC whether caused by the negligence of NCC or its officers, directors, employees, or agents or otherwise. Volunteer also understands that NCC 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. Age Limitation. It is NCC's policy that children under the age of fourteen (14) not be allowed on a NCC work site while there is construction or deconstruction in progress. It is further NCC's policy that, while children between the ages of fifteen (15) to eighteen (18) may be allowed to participate in certain aspects of the work, some activities will exclude anyone under the age of eighteen (18). The parent of any Volunteer under the age of eighteen (18) shall execute this Release on behalf of the Volunteer and shall be covered by the terms and conditions of this Release.
- 3. <u>Release From Medical Treatment</u>. Volunteer does hereby release and forever discharge NCC 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 NCC or with the decision by any representative or agent of NCC to exercise the power to give or authorize medical or dental treatment.
- 4. Assumption of Risk. Volunteer understands that the Activities include work that may be hazardous (that is, that can cause serious physical injury or death) to the Volunteer, including, but not limited to, deconstruction, construction, loading and unloading, and transportation to and from the work sites. Volunteer agrees to work with full knowledge of the dangers and potential injuries involved. Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases NCC from all liability for injury, illness, death, or property damage resulting from the Activities and/or Volunteer's negligence. Volunteer also agrees to indemnify NCC for any injury they cause another.
- 5. <u>Knowing and Voluntary Execution</u>. Volunteer declares that he/she has read each and every provision of this Release and fully understands the meaning and importance of its contents. Volunteer acknowledges that this Release is a binding contract between the NCC and the Volunteer and that under this Release is releasing the NCC from all liability for claims he/she may have against the NCC. The Volunteer declares and represents that he/she is at least 18 years of age, has full legal capacity to be bound by this Release and is signing this contract of his/her own free will and accord.
- **Insurance**. Volunteer understands that, except as otherwise agreed to by NCC in writing, NCC does not carry or maintain health, medical, workers compensation, or disability insurance coverage for any Volunteer. NCC may have commercial general liability insurance which may or may not apply to specific circumstances. Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.
- 7. <u>Photographic Release</u>. Volunteer does hereby grant and convey unto NCC all right, title, and interest in any and all photographic images and video or audio recordings made by NCC during the Volunteer's Activities with NCC including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
- 8. Other. Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Colorado and that this Release shall by governed by and interpreted in accordance with the laws of the State of Colorado. Volunteer agrees that in the event that any clause or provision of this Release shall by 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.

Print Name of Volunteer	Date Signed	Birth Date (if under the age of 18)	Print Name of	of Parent/Guardian
Signature of Volunteer	Phone Number		Signature of Parent/Guardian and Date	
Street Address	Cit	ty State	Zip	
Email Address		Group/Organization		NCC Acknowledgement

Last Revision: 15-June-2009

National Center for Craftsmanship

Safety Rules for Deconstruct

- Workers must wear safety glasses.
- Worker must wear leather gloves and dust masks when needed.
- No loose clothing and long hair needs to be tied back.
- Stay away from and don't use equipment unless shown how to operate.
- Workers must wear hard hats when overhead, falling, or flying hazards exist or when danger of electrical shock is present.
- Workers must wear shoes or boots with slip-resistant and puncture-resistant soles (to prevent slipping and puncture wounds). Be advised that workers without the proper foot wear may be asked to leave or may not be able to participate in the deconstruct project.
- Safety-toed shoes are recommended to prevent crushed toes when working with heavy rolling equipment or falling objects.
- Any injuries sustained while at the work site must be reported to the site supervisor immediately.

NCC will do its best to conduct a brief Site Safety Orientation at the beginning of each day (unless everyone on the site has already been through the orientation). A Construction Site Safety and Procedures manual will be posted on the scheduling calendar and at the site.

- 1. Use the right tool for the job. Don't use your wrench as a hammer. Don't use a screwdriver as a chisel, etc. Go back to the tool house and get the right tool in the right size for the job.
- 2. Don't use broken or damaged tools, dull cutting tools, or screwdrivers with worn tips.
- 3. Cut in a direction away from your body.
- 4. Make sure your grip and footing are secure when using large tools.
- 5. Carry tools securely in a tool belt or box. Don't carry tools up ladders. Use a hoist or rope.
- 6. Keep close track of tools when working at heights. A falling tool can kill a co-worker.
- 7. Pass a tool to another person by the handle; never toss it to them.
- 8. Use the right personal protective equipment (PPE) for the job. Ask for instructions if you need help selecting and using safety eyewear, steel toed shoes, gloves, hard hats, etc.
- 9. Never carry sharp or pointed tools such as a screwdriver in your pocket.
- 10. Select ergonomic tools for your work task when movements are repetitive and forceful.
- 11. Be on the lookout for signs of repetitive stress. Early detection might prevent a serious injury.
- 12. Always keep your tools in top condition. A dull blade or blunt point can lead to injury.
- 13. Store tools properly when you stop work.

By following these precautions, you can help prevent injuries and provide a better workplace for everyone. Remember, an ounce of prevention is worth a pound of cure!

Please initial	each statement below and comple	ete the following <u>at the job site</u> on locat	ion:			
	I received the safety orientation be	efore I started work today.				
	I was issued a hard hat, safety gla	asses, and work gloves.				
	I understand that if I don't have the proper footwear and continue to work on the property that I could sustain injuries and will not hold NCC responsible.					
I acknowledge	that I have read and understand the	e Safety Rules:				
s	ignature	Print Name	Date			