



Release and Waiver of Liability for Minor 2017

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

Date: _____

For purposes of this Release and Waiver of Liability 2017, a Volunteer shall include, but not be limited to, all individuals at any Habitat (as defined below) site, including but not be limited to, building sites and ReStore or similar Habitat facilities, who are assisting Habitat as unpaid helpers, individuals working at any Habitat site through, by or under voluntary or mandated subsidized government programs, individuals assisting Habitat under Workmen's Compensation programs and individuals helping Habitat on court-ordered community service mandates. Notwithstanding the foregoing, the foregoing list is by way of example and is not all inclusive.

This Release and Waiver of Liability (the "Release") is being executed by the parent or guardian of the minor named below (the "Volunteer") in favor of Habitat for Humanity of Northern Fox Valley, an Illinois nonprofit corporation, its directors, officers, employees, volunteers, and agents (collectively, "Habitat").

The Volunteer and Guardian desire that the Volunteer work as a volunteer for Habitat and engage in activities related to being a volunteer (the "Activities"). The Volunteer understands that the Activities may include constructing and rehabilitating residential buildings, working in the ReStore, 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. **RELEASE AND WAIVER.** The 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 the Volunteer's Activities with Habitat.

The 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 bodily injury, personal injury, illness, death, or property damage that may result from the Volunteer's Activities with Habitat, whether caused by the negligence of Habitat or its officers, directors, employees, volunteers, agents, or otherwise. Although Habitat for Humanity of Northern Fox Valley does carry limited medical and volunteer disability insurance, the 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 14 not be allowed on Habitat worksite while there is construction in progress. It is further the policy of Habitat that, while children between the ages of 16 and 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.

- 2. **MEDICAL TREATMENT.** The 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 on Page 2 of this document.

- 3. **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. In connection, thereto, Volunteer recognizes and understands that activities at Habitat may, in some situations, involve inherently dangerous Activities.

Volunteer and Guardian 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.

- 4. **INSURANCE.** The Volunteer and Guardian understand that, except as otherwise agreed to by Habitat in writing, Habitat only carries limited medical and disability insurance coverage for volunteers. Habitat does not carry or maintain health, medical, or disability insurance coverage for any specific volunteers. **Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.**

- 5. **PHOTOGRAPHIC RELEASE.** The Volunteer and Guardian do hereby grant and convey to Habitat all right, title, and interest in any and all photographic images and video or audio recordings made by Habitat during the Volunteer's work for Habitat, including but not limited to any royalties, proceeds, or other benefits derived from such photographs or recordings.

- 6. **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 Illinois, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Illinois. Volunteer agrees that in the event that any clause or provision of this Release shall be held as 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 (Minor) Name Printed: _____ Signature: _____

Birthdate: ____/____/____ (must be on or before today's date, 2001)

Parent/Guardian Name Printed: _____ Signature: _____

Address City, State Zip: _____

Phone (H or C): _____ Email: _____

By providing your email, you are agreeing to be added to our monthly e-news publication from which you may opt out at any time.

Emergency Contact Information (Name, Relationship to Minor, Phone Number): _____

IN WITNESS WHEREOF, Volunteer and Guardian has executed this Release as of this ____ day of _____, 2017.

PARENTAL AUTHORIZATION FOR TREATMENT OF A MINOR

I, _____ (parent/guardian), am the parent or legal guardian having custody of _____ (minor volunteer), a minor child. As such parent or legal guardian, I hereby authorize and appoint _____ (adult representative), an adult in whose care the minor child has been entrusted or a duly authorized agent of Habitat for Humanity of Northern Fox Valley as my agent to act for me with respect to my minor child and in my name in any way I could act in person to make any and all decisions 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 of 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 I have, including the right to disclose the contents to others.

Parent/Guardian _____ Date _____

Witness _____ Date _____

Witness: _____

Policy of Minors Volunteering on Construction Sites

Volunteers under the age of 16 are not allowed to be on our Habitat for Humanity job sites at any time. This is mandated by Habitat for Humanity International and Illinois Labor Laws.

Volunteers 16 or 17 years of age **must** have a parent/guardian signed minor waiver, and a parent/guardian volunteer with them each time they volunteer.

Groups with minors must have an adult chaperone 25 years of age or older 1 to every 3 minors. The exception to this rule is a student teacher representing a school as a chaperone.

Minors work is restricted to tasks in which they are not working at elevated heights or on ladders. They are also forbidden from using power tools including, but not limited to, saws, nail guns, cement mixers, sawzalls or any tool requiring power to operate. The only exception to this rule is the use of a screw gun to install drywall.

Updated 11/28/2016