

Release and Waiver of Liability

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

This release and Waiver of Liability (the “Release”) is executed on this ____ day of _____ [Insert Month] _____ [Insert Year] by _____ (the “Volunteer”) and _____ (the Guardian) in favor of Old Colony Habitat for Humanity Inc., a Massachusetts nonprofit corporation, its directors, officers, employees and agents (collectively, “Habitat”).

The Volunteer and Guardian desire to work as a volunteer for Habitat and engage in the activities related to being a volunteer. The Volunteer and Guardian understand that the activities may include constructing and rehabilitating residential buildings, and working in the Habitat offices. The Volunteer does hereby freely, voluntarily and without duress execute this Release under the following terms:

- 1. WAIVER AND RELEASE :** 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 Volunteer’s work for Habitat. Volunteer and Guardian understand and acknowledge that this Release discharges Habitat from any liability or claim that the Volunteer may have against Habitat with respect to any bodily injury, personal injury, illness, death or property damage that may result from Volunteer’s work for Habitat, whether caused by the negligence of Habitat or its officers, directors, employees, or agents or otherwise. Volunteer also understands that, except as otherwise agreed to by Habitat in writing, 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. MEDICAL TREATMENT :** Except as otherwise agreed to by Habitat in writing, The Volunteer and Guardian 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 work for Habitat.
- 2. ASSUMPTION OF THE RISK :** The Volunteer and Guardian understand that the work
3. for Habitat may include activities that may be hazardous to the Volunteer, including, but

Old Colony Habitat for Humanity

P.O. Box 100

Attleboro, MA 02703

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 these activities and releases Habitat from all liability for injury, illness, death or property damage resulting from the activities of the Volunteer's work for Habitat.

- 4. **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 insurance coverage.

- 5. **PHOTOGRAPHIC RELEASE:** The Volunteer and Guardian do hereby grant and convey unto Habitat all right title, and any and all photographic images and video or audio recordings made by Habitat during the Volunteers 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 as broad and inclusive as permitted by the laws of the State of Massachusetts, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Massachusetts. 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. This form shall be kept for a period of at least five years from date of execution.

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

Witness: _____

Volunteer: _____

Witness: _____

Parent /Guardian: _____

Address: _____

Phone (H): _____

(W): _____