



Habitat for Humanity of Portage County  
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## Release and Waiver of Liability for a Minor

PLEASE READ CAREFULLY!

THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR RIGHTS!

This Release and Waiver of Liability for a minor (the "Release") executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ a minor (the "Volunteer") and \_\_\_\_\_, the parent having legal custody and/or the legal guardian of the Volunteer (the "Guardian"), in favor of Habitat for Humanity International, Inc, a nonprofit corporation, and Habitat for Humanity of Portage County, Inc, an Ohio 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 activities related to being a Habitat volunteer (the "Activities"). The Volunteer and the Guardian understand that the Activities may include, but not limited to, constructing and rehabilitating residential buildings, working in the Habitat offices, living in housing provided for volunteers of Habitat, and riding to and from Habitat work sites in transportation provided by Habitat or by other Habitat volunteers.

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 it's 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 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 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 a Volunteer may incur as a result of the Volunteer's Activities with Habitat.

It is the policy of Habitat that Volunteer's under the age of 14 are not permitted at or on Habitat work sites while construction is in progress. It is further that policy of Habitat that, while Volunteers between the ages of 16 and 18 may be allowed to participate in construction work,

extremely hazardous activities 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 or authorized in the "Emergency Medical Authorization For Treatment of a Minor" executed by Volunteer and Guardian in conjunction with this Release.

**ASSUMPTION OF RISK.** The Volunteer and Guardian understand that the Activities with Habitat include work that may be hazardous to the Volunteer, including but not limited to construction, loading and unloading materials and equipment, and partaking of transportation to and from 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 of injury, illness, death, or property damage resulting from 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 rights, titles, and interests in any and all photographic images and video 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.

**OTHER.** Volunteer and Guardian expressly agree that his Release is intended to be as broad and inclusive as permitted by the laws of the State of Ohio, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Ohio. 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 of the day and year first above written.

By signing this form, we, Volunteer and Guardian, acknowledge that I have received, read and understand this "Release and Waiver of Liability." We have also asked and received from Habitat, prior to signing, a satisfactory explanation of any portions of this Release that I did not at first fully understand.

_____	_____
Volunteer	Date

_____	_____
Parent/Guardian	Date

\_\_\_\_\_  
Street Address

_____	_____	_____
City	State	Zip

\_\_\_\_\_  
Phone Number of Parent/Guardian