Caldwell County Habitat for Humanity®

By

Release and Waiver of Liability

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

This Release and Waiver of Liability (the "Release") executed by the undersigned (the "Volunteer") on the date below in favor of Habitat for Humanity International, Inc., a nonprofit corporation, and Caldwell County Habitat for Humanity, Inc., a North Carolina nonprofit corporation, their directors, officers, employees, and agents (collectively, "Habitat").

The Volunteer desires to work as a volunteer for Habitat and engage in the activities related to being a volunteer (the "Activities"). The Volunteer understands that the Activities may include constructing and rehabilitating residential buildings, operating tools and equipment, working in the Habitat warehouse & offices, traveling and living in housing provided for volunteers of Habitat. The Volunteer hereby freely, voluntarily, and without duress executes this Release under the following terms:

Release and Waiver: Volunteer does 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 understands 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 Activities with Habitat, whether caused by the negligence of Habitat or its officers, directors, employees, or agents or otherwise. Volunteer also understands 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.

Medical Treatment: Volunteer does 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.

Assumption of the Risk: The Volunteer understands that the Activities included work that may be hazardous to the Volunteer, including, but not limited to, construction, loading and unloading, operation of equipment and tools, transportation to and from the work sites, and performing errands. Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases Habitat from all liability for injury, illness, death, or property damage resulting from the Activities.

Insurance: The Volunteer understands 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 does 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 with Habitat, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

Other: Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of North Carolina, and that this Release shall be governed by and interpreted in accordance with the laws of the State of North Carolina. 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.

I may be asked to agree to a background check at any time

I have received and agree to abide by the Volunteer Information provided to me

Last Name:	First:	_MI:	**Birth Date:	1	1
Home Phone:	Cell Phone:	Email Addres	s:		
Address:	City, State, Zip:				
Are you volunteering with a group? If so, what group?					
Volunteer Signature:		_Date:			

Important: **If volunteer is less than 18 years of age, parent(s) or guardian(s) must read & sign back of this form.

IMPORTANT: If the Volunteer is less than 18 years of age, all parents or guardians must (1) complete the signature section below; and (2) sign one additional form: the "Parental Authorization for Treatment of, and Travel With, a Minor Child" ("Parental Authorization") on the following page. If the minor will be traveling outside the United States, the Parental Authorization must be notarized.

If only one parent or guardian signs these forms on behalf of a Volunteer who is under 18 years of age, then the undersigned parent or guardian of the Volunteer hereby covenants, warrants, represents and agrees that he or she is executing these forms on behalf of, and as an agent for, any other individual who may be a parent or guardian of the Volunteer, that he/she is fully authorized to do so, and that by executing such Release and Parental Authorization, the undersigned is binding himself/herself, the Volunteer, and any other parent or guardian of the Volunteer, and all of their heirs, next of kin, assigns, and legal representatives to such Release and Parental Authorization.

Name of Volunteer Under 18 Years Old:

Name: Date of Birth:

SIGNATURE OF PARENT/GUARDIAN SIGNING ON BEHALF OF THE ABOVE MINOR:

I have carefully considered my decision, the benefits and risks involved and hereby give my informed consent, on behalf of the above listed minor child, for him/her to participate in all Activities as set forth in the above Volunteer Agreement, Release and Waiver of Liability, and such terms are incorporated herein. I have read and understand the above Volunteer Agreement, Release and Waiver of Liability, any guestions of mine have been answered, and I voluntarily agree to all such provisions. It is my intent to bind my and the minor Volunteer's heirs, next of kin, assigns, and legal representatives.

Parent/Guardian: Name (please print):		Signature:		
Address:				
Witness: Name (please print):			_Signature:	
Parent/Guardian: Name (please print):			_Signature:	
Address:				
Phone: (H)(0	C)	_E-mail:		
Witness: Name (please print):		Signa	ature:	
EMERGENCY CONTACT INFORMATION FOR THE ABOVE LISTED MINOR VOLUNTEER:				
Name:		Relationship:		
Address:				
			_E-mail:	

Return signed Release and Waiver of Liability to: Caldwell County Habitat for Humanity PO Box 1341 Lenoir, NC 28645 info@caldwellhabitat.org

VOLUNTEER INFORMATION

Thank you for your interest in working with Habitat for Humanity, an ecumenical Christian housing ministry that forms partnerships which empower individuals, families and our community to build simple, decent homes with families in need of affordable housing.

Habitat's ministry is based on the conviction that to follow the teachings of Jesus Christ, we must reflect Christ's love in our own lives by loving and caring for one another. Our love must not be just words; it must be true love, which shows itself in action. Habitat provides an opportunity for people to put their faith and love into action, bringing diverse groups of people together to make affordable housing and better communities a reality for everyone.

Please take time to review the following information. Included is a standard Release and Liability Waiver that needs to be signed by each volunteer and returned before you can work on site.

RESTORE / OFFICE

ATTIRE: Habitat for Humanity prides itself on its informal atmosphere. This is reflected in our expectations regarding dress. Unless your job requires otherwise, Habitat for Humanity maintains business casual dress. In addition, Habitat for Humanity wishes to ensure that you are not injured. You are expected to dress in clothes that are comfortable and do not pose a safety risk. In particular, you should not wear loose-fitting clothes that could be caught in equipment. If you have long hair, you should tie it back or pin it up. You must also wear safety equipment when appropriate, including hard hats, ear plugs, back supports, gloves, safety glasses and dust masks.

CUSTOMER SERVICE: Habitat strives to provide excellent customer service. Greeting customers and offering to help is the best way to spread the ministry of Habitat.

LIFTING: When lifting, stand close to the load, bend knees, grasp firmly, and then lift by straightening your legs. Do not use your back as the major lift point. Keep your body vertical. Get help with heavy or long loads. While carrying materials, be mindful of the path you are walking.

CONSTRUCTION

SITE: Please arrive at least 15 minute before your shift begins to become familiar with the worksite and gather any tools you will need for the day. There will be Habitat representatives on location to greet you.

TIMES:

Day	Begin Work	End Work
Saturday	8 am	2 pm
Tuesday	8 am	12 pm
Thursday	8 am	12 pm

WEATHER: PLEASE USE COMMON SENSE IF YOU ARE UNCERTAIN ABOUT THE WEATHER

CHECK-IN: All volunteers must first check-in with the construction manager on site and have a signed waiver of liability on file.

PARKING: Please be respectful of area neighbors and not park in or block driveways. Please follow the posted speed limit and watch for children playing.

RESTROOMS: There are Port-a-Jons located on or near the construction site.

REFRESHMENTS: Drinking water is usually available at the work site but you may want to bring a water bottle or other container of water. **TOOLS**: Bring the following items. Make sure your tools are clearly marked and in good working order. Power equipment (saws, drills, etc.) are disbursed on an as needed basis.

Suggested	Optional	
16 oz. Hammer	25 Foot Tape Measure	
Gloves	Utility Knife	
Work Boots	Nail Apron	
Safety Glasses	Speed Square	
	Tin Snips	

MATERIALS: Our construction supervisors survey the jobsite and determine the probable building materials you will need for your day's work. Materials used on the jobsite are often deployed from remote locations and for security reasons are often dispatched for delivery the day you are working. There might be occasions of downtime while you wait for the delivery.

DAY'S END: It is imperative that at days end everyone helps to "wrap-up" the job site. Habitat tools must be returned to the tool trailer, and nails returned to the matching bin size. Secure your personal tools as well. All construction debris and garbage must be collected, placed in trash bags, and stacked at the front of the house by the curb.

PATIENCE: This is perhaps the most difficult virtue to master. The Habitat building process involves coordinating a lot of people with differing skill levels, and varying expectations coupled with immense logistic hurdles. Try to be understanding and patience. Remember the mission is to help others to have a better life through good works!

CONSTRUCTION SAFETY TIPS

We hope this information will insure that you will be safe and have fun as you volunteer for Caldwell County Habitat for Humanity. Safety awareness is important, and this information sheet is not a comprehensive safety course. Rather, we designed this information to heighten your awareness of the need to be careful on the job site.

- ATTIRE: Dress with safety in mind. Clothes should fit comfortably, but should not be baggy (long sleeves should be buttoned). Steel toe work boots are preferred but sneakers with solid soles are okay (NO sandals). Please leave jewelry (necklaces, bracelets, rings, etc.) at home. Purses and wallets should be locked in trunk of vehicle (out of sight, out of mind). Hard-hats are strongly suggested when overhead work is being done and recommended for all other work site activities. Eye protection is suggested when operating power tools.
- **ENVIRONMENT**: Before working in any area please survey the space around you. Look around your feet and overhead for obstacles, and organize the workspace within your reach. Be especially careful when carrying long objects so that you do not hit other people. Watch for excavations, openings, edges of slabs, and slippery conditions.
- **EQUIPMENT**: Know the correct procedures before operating a power tool. This will insure your safety. Before operating inspect the cords, outlets, and blade. If the blade (or bit) needs to be replaced, disconnect it from the power source. Support the stock properly and never reach under material while it's being cut. Eye and ear protection are suggested when using power tools.
- **KEEP IT CLEAN**: A clean job site is essential to work site safety. Please keep trash in the dumpster and scrap lumber where it belongs. If nails are protruding from scrap lumber hammer them down or extract them. Keep track of your tools. If you see trash -- pick it up.
- LADDERS: Exercise caution when using ladders. Do not use the top two steps. Use a partner to steady the ladder. There can be only one person on a ladder at one time. When working on the roof move slowly and carefully. Be careful with tools and other objects so they don't fall off the roof. Falling objects may cause injuries on the work site.
- LIFTING: When lifting, stand close to the load, bend knees, grasp firmly, and then lift by straightening your legs. Do not use your back as the major lift point. Keep your body vertical. Get help with heavy or long loads. While carrying materials, be mindful of the path you are walking.
- FIRST AID: Caldwell County Habitat supervisors have access to fire extinguishers and First Aid kits on the site. If there is a fire or medical emergency, notify the Construction Supervisor immediately, and call 911.

IF YOU ARE UNSURE ABOUT SOMETHING - ASK!!!

We appreciate you for taking time to review the Caldwell County Habitat for Humanity Volunteer Information Kit. Our goal is to provide a safe and enjoyable experience for all who offer their time and effort to a good cause. Please contact us at 828-758-8757 with any questions or visit our website at <u>www.caldwellhabitat.org</u>.

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