

Waiver, Release and Assumption of Risk

NOTE: THIS IS A LEGALLY BINDING AGREEMENT. REVIEW CAREFULLY.

Habitat for Humanity of Champaign County, Inc., Habitat for Humanity International, Inc., the University of Illinois at Urbana-Champaign Campus Chapter of Habitat for Humanity, and all of their directors, officers, board members, employees, agents and successors (collectively “Habitat”) are dedicated to keeping all participants of Habitat activities safe. Participants are expected to engage in safe practices, follow Habitat’s Safety Plan, and assist others in ensuring all Habitat activities are safe. Staying safe improves the experience of all participants of Habitat activities.

In consideration for being able to participate in Habitat activities, participants acknowledge and agree to the following:

1. I acknowledge that “Habitat activities” includes travel to Habitat worksites, constructing and rehabilitating buildings, loading and unloading, working in the Habitat offices, working in the home improvement ReStore, living in housing provided for volunteers of Habitat, and working for Habitat in other capacities, including running errands. I further acknowledge that this list of activities is not exclusive, and the above list does not in any way limit the extent or reach of this agreement.
2. I acknowledge that all Habitat activities involve risk. I understand that hazardous conditions can and do exist at Habitat activities, including travel and home building.
3. My participation in Habitat activities is voluntary, and I chose to participate in spite of the risks.
4. I expressly and voluntarily agree and promise to assume and accept all risks associated with and existing in any Habitat activities, whether such risks are known or unknown.
5. I hereby forever release, forever discharge, agree to indemnify Habitat as well as hold Habitat harmless from any and all liability, claims, demands, and causes of action that are in any way connected to my participation in Habitat activities, including any claims of personal injury, bodily injury, death, illness or damage to property, whether such claims arise now or in the future, and whether known or unknown, of whatsoever kind or nature, wither in law or in equity. I release Habitat from any and all liability, even if Habitat’s negligence is the cause of any accident, injuries, damages or any other claims.
6. Habitat does not assume any responsibility for or obligations to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.
7. I 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 my participation in Habitat activities.
8. I 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, including me.
9. I 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 Habitat activities, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. I grant Habitat the right to use my name or likeness in any such photographic images and video or audio recordings.
10. Should Habitat or anyone acting on Habitat’s behalf incur attorney’s fees, court costs or any other costs to enforce this agreement, I agree to indemnify Habitat and hold Habitat harmless for all such fees and costs. I further agree to defend and protect Habitat from any claims of liability related to this Waiver, Release and Assumption of Risk.

11. I certify that I am in good health and that I have no physical limitations that would preclude my safe participation in Habitat activities. I further certify that I have adequate insurance to cover any injury or damage that I may suffer or cause while participating in Habitat activities, or I will bear the costs of any such injury or damage myself.
12. I agree with the validity and enforceability of this Waiver, Release and Assumption of Risk.
13. I agree to abide by the rules and policies of Habitat, the Habitat Safety Plan, and state laws and regulations.
14. I expressly agree that this Waiver, Release and Assumption of Risk is intended to be as broad and inclusive as permitted by the laws of the State of Illinois and shall be governed by and interpreted in accordance with the laws of the State of Illinois. I agree that in the event that any clause or provision of this Waiver, Release and Assumption of Risk 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 HAVE READ THIS WAIVER, RELEASE AND ASSUMPTION OF RISK, I UNDERSTAND IT, AND I AGREE TO BE BOUND BY ITS TERMS.

Name

Witness Name

Signature

Witness Signature

Address

City, State, Zip Code

Phone Number(s)

E-mail

Emergency Contact (Name and Phone Numbers)

Date

I certify that I am over the age of 18. Yes No

If no, your parent or legal guardian must sign the indemnification and release below.

It is the policy of Habitat that children under the age of 16 *not* be allowed on a 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.

PARENT OR LEGAL GUARDIAN'S ADDITIONAL WAIVER AND INDEMNIFICATION.

In consideration of _____ ("Minor") being allowed to participate in Habitat activities, I agree to release, indemnify and hold harmless Habitat from any and all claims brought by or on behalf of Minor that are in any way related to Minor's participation in Habitat activities. I agree that I and Minor are bound by all the terms and language of this Waiver, Release and Assumption of Risk.

Name of Parent or Legal Guardian, if under 18

Witness Name

Signature of Parent or Legal Guardian, if under 18

Witness Signature