

ITASCA COUNTY HABITAT FOR HUMANITY

Adult Waiver: Print pages 2 and 3

Youth Waiver (minors under the age of 18): Print pages 4 and 5

**ITASCA COUNTY HABITAT FOR HUMANITY AFFILIATE
RELEASE AND WAIVER OF LIABILITY FOR ADULTS**

PLEASE READ CAREFULLY!

THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

(This release must be executed once by each volunteer. It will be kept on file by Itasca County Habitat for Humanity)

This Release and Waiver of Liability (the "Release") is executed on this _____ day of _____ 201__, by _____ (The "Volunteer") in favor of Itasca County Habitat for Humanity, a Minnesota nonprofit organization, its 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 Volunteer understands that the activities may include constructing and/or rehabilitating residential buildings or 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 does hereby release and forever discharge and hold harmless Habitat and its officers, directors, employees, agents, and other volunteers and all of their successors and assigns from any and all liability, claims and demands of whatever kind and nature, either in law or in equity, which may arise from his or her volunteer work for Habitat.

The volunteer understands and acknowledges 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 the Volunteer's work for Habitat, whether or not caused by the negligence of Habitat. The Volunteer also understands that, except as otherwise agreed to by Habitat in writing, Habitat does not assume any responsibility for 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 does hereby release and forever discharge Habitat from any claim whatsoever that may arise on account of any first aid, treatment or service rendered in connection with the Volunteer's work for Habitat.
3. **Assumption of the Risk.** The Volunteer understands that the work for Habitat may include activities that could be hazardous to the Volunteer, including, but not limited to, construction loading and unloading and transportation to and from the work sites. The Volunteer hereby expressly and specifically assumes 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 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.
5. **Photographic Release.** The 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 work for Habitat, including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.
6. **Other.** The Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Minnesota, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Minnesota. The Volunteer agrees that in the event that any clause or provision of the 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 the Release which shall continue to be enforceable.

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

Volunteer:

X _____ (Signature) _____ (Printed name)

Address:

Phone:

(H) _____

(W) _____

Witness:

X _____ (Signature) _____ (Printed name)

I have read and understand the ***Work Crew Safety Manual:**

Volunteer:

X _____ (Signature) _____ (Printed Name)

(Date)

* _____
(E-mail)

* _____
(Organization affiliated with)

** Copies are available upon request.*

**ITASCA COUNTY HABITAT FOR HUMANITY AFFILIATE
RELEASE AND WAIVER OF LIABILITY FOR MINORS**

PLEASE READ CAREFULLY!

THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

(This release must be executed once by each volunteer and his/her parent/guardian/authorized agent. It will be kept on file by Itasca County Habitat for Humanity).

This Release and Waiver of Liability (the "Release") is executed on this _____ day of _____, 201__ by _____, a minor child (The "Volunteer"), and _____ the parent having legal custody, the legal guardian or the authorized agent of the Volunteer (The "Guardian"), in favor of Itasca County Habitat for Humanity, a Minnesota non-profit organization, its' directors, officers, employees and agents (collectively, "Habitat").

The Volunteer and Guardian desire that the Volunteer work as a volunteer for Habitat and engage in the activities related to being a volunteer. The Volunteer and the Guardian understand that the activities may include constructing and/or rehabilitating residential buildings or working in the Habitat offices.

The Volunteer and Guardian do 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 it's officers, directors, employees, agents, and other volunteers and all of their successors and assigns from any and all liability, claims and demands of whatever kind and nature, either in law or in equity, which may arise from his or her volunteer work for Habitat. The Volunteer and Guardian understand and acknowledge that this Release discharges Habitat from any liability or claim that the Volunteer or Guardian may have against Habitat with respect to any bodily injury, personal injury, illness, death or property damage that may result from the Volunteer's work for Habitat, whether or not caused by the negligence of Habitat. The Volunteer and Guardian also understand 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 may arise on account of any first aid, treatment or service rendered in connection with the Volunteer's work for 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 Child.
3. **Assumption of the Risk.** The Volunteer and Guardian understand that the work for Habitat may include activities that could be hazardous to the Volunteer, including, but not limited to, construction loading and unloading and transportation to and from the work sites.

The 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 health insurance coverage.
5. **Photographic Release.** The Volunteer and Guardian do 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 work for Habitat, including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.
6. **Other.** The 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 Minnesota, and that this Release shall be governed by

and interpreted in accordance with the laws of the State of Minnesota. The Volunteer and Guardian agree that in the event that any clause or provision of the 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 the Release which shall continue to be enforceable.

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

Volunteer:

X _____ (Signature) _____ (Printed name)

Parent/Guardian/Authorized Agent:

X _____ (Signature) _____ (Printed name)

Parent/Guardian/Authorized Agent's Address:

Phone:

(H):

(W): _____

Witness:

X _____ (Signature) _____ (Printed name)

I have read and understand the ***Work Crew Safety Manual**:

Volunteer:

X _____ (Signature) _____ (Printed name)

Date

**

Email

**

Organization affiliated with

*Copies are available upon request