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## RELEASE AND WAIVER OF LIABILITY

**PLEASE READ CAREFULLY. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. THIS FORM MUST BE COMPLETED BEFORE PARTICIPATING IN HABITAT CONSTRUCTION ACTIVITIES.**

**THIS RELEASE AND WAIVER OF LIABILITY** (herein after "Release") is executed on that date below by the undersigned volunteer (herein "Volunteer") in favor of Habitat for Humanity of Kanawha and Putnam County, a West Virginia non profit corporation, its directors, officers, employees and agents (herein, collectively "Habitat"). The volunteer desires to work as a volunteer for Habitat and engage in activities related to being a volunteer. As an inducement to Habitat to accept Volunteer's offer of volunteer work, Volunteer does hereby freely execute this Release under the following terms:

**WAIVER AND RELEASE:** The Volunteer does hereby 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 equity, which arise or may hereafter arise, either directly or indirectly, as a result of Volunteer's 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 bodily injury, illness, death or property damage that may result from the Volunteer's work for Habitat, whether caused by the negligence of Habitat, its officers, directors, employees, other Volunteers, agents or otherwise. Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of West Virginia and that this Release shall be governed by and interpreted in accordance with the laws of the State of West Virginia.

**ASSUMPTION OF RISK:** The Volunteer understands that the work for Habitat may include activities that are inherently dangerous to the Volunteer, including, but not limited to, general construction, loading and unloading of construction equipment and materials and travel to and from the worksites. The Volunteer hereby expressly and specifically assumes the risk of injury, illness, death or property damage resulting from activities associated with the Volunteer's work for Habitat.

**PHOTOGRAPHIC RELEASE:** The Volunteer does hereby grant and convey onto Habitat the right to freely reproduce and/or circulate any photographs or other recordings of the Volunteer for any lawful purpose. Volunteer shall not be entitled to any compensation therefore, including, but not limited to any royalties, proceeds or other benefits derived from such photographs or recordings.

Print name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**COMPLETE THIS FORM AND BRING IT WITH YOU**