



IMPORTANT: Each volunteer must have a signed "Release and Waiver of Liability" on file.

Release and Waiver of Liability 2016

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

This Release and Waiver of Liability (the "Release") is executed in favor of Habitat for Humanity International, Inc., a nonprofit corporation, Habitat for Humanity of Oakland County, Inc., a Michigan nonprofit corporation, and respective directors, officers, employees and agents (collectively, "Habitat"). I, the Volunteer, desire to work as a volunteer for one or more of the Released Parties and engage in the activities related to being a volunteer ("Activities"). I understand that my Activities may include but are not limited to the following: working in Habitat for Humanity offices or Habitat for Humanity ReStore operations; traveling to and from work sites, towns, cities or countries; consuming food available or provided; living in housing provided for volunteers; constructing and rehabilitating residential buildings; and other construction-related activities.

I, THE VOLUNTEER, HEREBY FREELY, VOLUNTARILY AND WITHOUT DURESS EXECUTE THIS RELEASE UNDER THE FOLLOWING TERMS:

RELEASE AND WAIVER. I, the Volunteer, do hereby release and forever discharge and hold harmless Habitat, their 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 these activities with Habitat. This Release discharges Habitat from any liability or claim against Habitat, whether caused by the negligence of Habitat or its officers, directors, employees, agents, or otherwise.

I understand and acknowledge that by this Release I knowingly assume the risk of injury, harm and loss associated with the Activities. I also understand that the Released Parties do 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, illness, death or property damage.

MEDICAL TREATMENT/INSURANCE. I, the Volunteer, do hereby release and forever discharge the Released Parties from any claim or action whatsoever which arises or may hereafter arise on account of any first aid, treatment or service rendered in connection with my Activities with any of the Released Parties. I, the Volunteer, understand that, except as otherwise agreed to by the Released Parties in writing, the Released Parties are under no obligation to provide, carry or maintain health, medical, travel, disability or other insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain his or her own health, medical, travel, disability or other insurance coverage.

If the Volunteer is less than 18 years of age, the Volunteer and the parents having legal custody and/or the legal guardians of the Volunteer (the "Guardians") also hereby release and forever discharge the Released Parties from any claim whatsoever which arises or may hereafter arise on account of the decision by any representative or agent of the Released Parties to exercise the power to consent to medical or dental treatment as such power may be granted and authorized in a Parental Authorization for Treatment of a Minor Child. *(PLEASE SEE YOUTH SECTION FOR MORE MINOR POLICIES)*

ASSUMPTION OF RISK. I, the Volunteer, understand that my Activities may include work that may be hazardous to me, including, but not limited to, the following: construction; loading and unloading; travel to and from the work sites; and exposure to lead, asbestos, and mold, which may cause or worsen certain illnesses, especially if I do not wear protective equipment, am exposed for extended periods of time, or have a pre-existing immune system deficiency.

PHOTOGRAPHIC RELEASE. I, the Volunteer, do hereby grant and convey unto Habitat all right, title and interest in any and all photographic images and video/audio recordings made by Habitat during Activities with Habitat, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

BACKGROUND CHECK. I, the Volunteer, do hereby consent to sex offender registry checks and background checks. A sex offender registry, and conviction of violent and/or domestic offenses, may disqualify volunteer from Habitat service.

YOUTH: Volunteers ages 17 and under must have a current liability waiver signed by a parent or guardian as well as the Parent Authorization Form. An adult supervisor MUST accompany anyone under the age of 18 years old and assume responsibility for youth compliance with the conditions below. Groups of minors must maintain at least a 1:4 ratio of adults to youth. Volunteers ages 14 and 15 can only assist with non-construction tasks such as landscaping and painting. In addition, they must agree not to use power tools not climb ladders more than 6 feet tall, and not work from heights (on a roof or on scaffolding) on construction sites. Volunteers ages 16 and 17 can assist with landscaping, painting, ReStore and are allowed on construction sites after the roof is on. They may never use motorized machinery and power tools, except power screw drivers with constant adult supervision. Volunteers ages 17 and under may not be present during demolition or excavation activities or onsite during a Blitz Build. **ANYONE UNDER THE AGE OF 14** is not allowed to volunteer on our construction sites or our ReStore; BUT, is able to volunteer with fundraising.

OTHER. I, the Volunteer, understand that, I will be asked to leave the site/Habitat's property while under the influence of alcohol and non-prescribed drugs, or if I participate in behavior that can negatively impact Habitat and their mission. I, the Volunteer, expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the state where the Activities take place. I further agree that in the event 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 clauses or provisions of this Release, which shall continue to be enforceable. Further, a waiver of a right under this Release does not prevent the exercise of any other right.

To express my understanding of an agreement with this Release, I sign here with a witness. (PLEASE FILL OUT COMPLETELY AND LEGIBLY)

Volunteer Signature: _____	Date: _____
Volunteer Printed Name: _____	Birthdate: _____
Address: _____	City: _____ State: _____ Zip: _____
Phone: _____	Email: _____

EMERGENCY CONTACT!		
Name: _____	Phone: _____	Relationship: _____

FOR MINORS! Parent Signature: _____	Printed Name: _____
<input type="checkbox"/> Age 16-17 Can do general construction; cannot engage in hazardous activities (ladders or power tools)	
<input type="checkbox"/> Age 14-15 Cannot work on general construction activities; cannot use ladders or power tools. Activities off construction site only. (landscaping, cleanup crew, ReStore)	