

**Release and Waiver of Liability
Minor Form**

This Release and waiver of Liability executed on this _____ day
(date)
of _____, 200____, by _____, a minor child
(month) (print volunteer's name)
(the volunteer), and _____, the parent having legal custody and/or the legal
guardian
(print guardian's name)
of the Volunteer (the "Guardian"), in favor of OMAHA HABITAT FOR HUMANITY, a Nebraska non-profit corporation, its directors, officers, employees, and agents (collectively, "Habitat").

We desire to work as a Habitat for Humanity volunteer and engage in the activities related to being a volunteer. We understand that the activities may include constructing and rehabilitating residential buildings, working in the Habitat offices, and living in housing provided for Habitat volunteers.

We do hereby freely, voluntarily, and without duress execute this Release under the following terms:

1. Waiver and Release: We do 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 my work with Habitat.

We understand and acknowledge that this Release discharges Habitat from any liability or claim that we may have against it with respect to any bodily injury, personal injury, illness, death or property damage that may result from my work with Habitat, whether caused by the negligence of Habitat or its officers, directors, employees, or agents or otherwise. We also understand that, except as otherwise agreed to by Habitat in writing, Habitat does not assume any responsibility for or obligation to provide financial 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, we do 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 my work with Habitat.
3. Assumption of Risk: We understand that the work with Habitat may include activities that could be hazardous to me, including, but not limited to, construction, loading and unloading transportation to and from the work sites. In connection thereto, we recognize and understand that activities at Habitat may, in some situations, involve inherently dangerous activities.

We hereby expressly and specifically assume the risk of injury or harm in these activities and release Habitat from all liability for injury, illness, death, or property damage resulting from the activities of my work with Habitat.

4. Insurance: Habitat/carries secondary insurance for our volunteers. It is an Excess Accidental Medical Program designed to provide coverage in the event of an accidental bodily injury or death. Volunteers are covered while they are participating in a Habitat sponsored activity. This coverage will wrap around the volunteer's personal health insurance. If the volunteer does not have any health insurance, then this policy becomes primary.
5. Photographic Release: We 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 my work there, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
6. Other: We expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Nebraska, and that this Release shall be governed by and interpreted in accordance with Nebraska State laws. We agree 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.

IN WITNESS WHEREOF, I have executed the Release as of the day and year first written above.

Volunteer: _____ Witness: _____

Parent/Guardian: _____