



2017 RELEASE AND WAIVER OF LIABILITY FOR ADULTS & MINORS

Please Read Carefully: This is a legal document that affects your legal rights!

This Release and Waiver of Liability (the "Release") executed on today's date (month, day, year) _____

By _____
(Volunteer's name – **PLEASE PRINT**)

- I am an **ADULT** ("Volunteer"), or
 I am a **MINOR CHILD** ("Volunteer") and my parent having legal custody and/or my legal guardian's name ("Guardian") is

And by _____
(Guardian's name – **PLEASE PRINT**)

in favor of Habitat for Humanity International, Inc., a nonprofit corporation, and Habitat for Humanity Vail Valley, Inc., a Colorado nonprofit corporation, and any other Habitat for Humanity affiliated organizations, their directors, officers, employees, and agents (collectively, "Habitat").

The Volunteer (and Guardian) desire(s) that the Volunteer work as a volunteer for Habitat and engage in the activities related to being a volunteer ("Activities"). The Volunteer (and Guardian) understand(s) that the Activities may include but are not limited to the following: working on a Habitat for Humanity construction site performing construction-related activities including constructing and rehabilitating residential buildings; working in the Habitat for Humanity offices, Habitat for Humanity ReStore or off site locations; traveling to and from work sites; and consuming food available or provided.

The Volunteer, or, in the event that the Volunteer is a minor child, then the Volunteer and the Guardian, do hereby freely, voluntarily and without duress execute this Release under the following terms:

- 1. Release and Waiver.** The Volunteer (and Guardian) do(es) hereby release and forever discharge and hold harmless Habitat and 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 the Volunteer's Activities with Habitat.
The Volunteer (and Guardian) understand(s) that this Release discharges Habitat from any liability or claim that the Volunteer, and in the event the Volunteer is a minor child, that the Volunteer and 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 Activities with Habitat, whether caused by the negligence of Habitat or its officers, directors, employees, or agents or otherwise. The Volunteer (and Guardian) also understand(s) that 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, illness, death or property damage.
- 2. Medical Treatment.** The Volunteer (and Guardian) do(es) 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 the Volunteer's Activities with 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(s) that the Activities may include work that may be hazardous to the Volunteer, including, but not limited to, construction; loading and unloading; transportation to and from the work sites; and exposure to lead and mold, which may cause or worsen certain illnesses, especially if the Volunteer does not wear protective equipment, is exposed for extended periods of time, or has a pre-existing immune system deficiency.
The Volunteer (and Guardian) hereby expressly and specifically assume(s) the risk of injury or harm in the Activities and release(s) Habitat from all liability for any loss, cost, expense, injury, illness, death or property damage resulting directly or indirectly from the Activities with Habitat.
- 4. Insurance.** The Volunteer (and Guardian) understand(s) that, except as otherwise agreed to by Habitat in writing, Habitat is 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.
- 5. Photographic Release.** The Volunteer (and Guardian) do(es) hereby consent that the Volunteer's photograph may be taken or his or her image recorded digitally or by video camera while engaged in work for Habitat and do(es) hereby grant and convey unto Habitat all right, title and interest in any and all photographic images and video and/or audio recordings made by Habitat during the Volunteer's Activities with Habitat, including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings. The Volunteer (and Guardian) do(es) further grant and convey unto Habitat all right to identify the Volunteer by the Volunteer's name in or around any and all such photographic images and video and/or audio recordings made by Habitat during the Volunteer's Activities with Habitat.
- 6. Other.** The Volunteer (and Guardian) expressly agree(s) that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Colorado, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Colorado. The Volunteer (and Guardian) further agree(s) 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. Further, a waiver of a right under this Release does not prevent the exercise of any other right.

IN WITNESS WHEREOF, the Volunteer, or, in the event that the Volunteer is a minor child, then the Volunteer and Guardian, have executed this Release as of the day and year first above written.

Volunteer's Signature: _____ Date of Birth: _____

Guardian's Signature: _____
(If required)

VOLUNTEER & GROUP INFORMATION:

Are you a Thrivent Financial member? Please join us on a Thrivent Build day! Yes, I am a member!

I am a new volunteer. I am a returning volunteer.

ORGANIZATION, BUSINESS, SCHOOL or CHURCH affiliation (if any): _____

I am contributing my hours to the following **Partner Family** (if applicable) : _____

CONTACT INFORMATION:

I registered as a volunteer online. *Thank you – you do not need to fill out this section!*

I did not register online. *Please complete this section:*

MAILING Address: _____ Home Phone: _____

City: _____ State: _____ Zip: _____ Cell Phone: _____

EMAIL ADDRESS: _____ Work Phone: _____

EMERGENCY CONTACT: _____ Relation to you: _____

Day time phone: _____ Evening phone: _____

Please help us with grant requirements by completing this statistical information.

AMERICORPS STATISTICS: (Please check if any of these apply to you.)

Veteran College Student Baby Boomer (born between 1946 & 1964)

OPTIONAL INFORMATION:

SCHEDULING: If you would like to volunteer on a REGULAR basis, please indicate your volunteer preferences (check all that apply):

Construction

- Wednesday regulars
- Thursday
- Fridays
- Saturdays
- Electrical team (previous experience required)
- Plumbing team (previous experience required)
- Other: _____

ReStore

- Mondays
- Tuesdays
- Wednesdays
- Thursdays
- Fridays
- Saturdays

Other

- Data entry
- Volunteer support
- Family selection committee
- Photography at events
- Event planning & preparation
- _____

Best time to volunteer: Mornings Mid Days Afternoons Other: _____

***Note: If Volunteer is a MINOR CHILD under the age of 18, separate "Parental Consent Form" must also be completed.**

THANK YOU FOR VOLUNTEERING!



PARENTAL CONSENT FORM: PARTICIPATION, SUPERVISION & TREATMENT OF A MINOR CHILD*

***NOTE: This form is required for participation by any MINOR CHILD under the age of 18.**

Policy for Minor Child’s participation in volunteer activities at the construction site:

Construction sites and the activities that take place there are inherently dangerous for children. Habitat understands that the job site can provide a great learning experience for children but requires that when children are present, they are adequately supervised and working directly with their parent or guardian or another adult volunteer whom their parent has appointed to be their chaperone. Chaperones will be assigned the same tasks as the children whom they are supervising and will be required to work with them at all times. Youth volunteer age guidelines are as follows:

- Volunteers 18 years old or older may participate in all construction activities.
- Ultra hazardous activities such as using power tools, excavation, demolition or working on rooftops is not permitted by anyone under the age of 18.
- 16 and 17 year olds can perform limited, safe construction activities under the direct supervision of their parent or legal guardian or another adult volunteer whom their parent or guardian has appointed in writing to be their chaperone.
- 14 and 15 year olds can help with non-construction activities, such as cleaning, organizing and landscaping, as long as they are removed from any areas where power tools and heavy machinery are in use or where work is being performed above them. 14 and 15 year olds must work under the direct supervision of their parent or legal guardian or another adult volunteer whom their parent or guardian has appointed in writing to be their chaperone.
- Children under the age of 14 are not permitted on the job site.

The above guidelines are subject to Habitat's discretion, as exercised by the construction manager or other Habitat representative in control of the construction site. Habitat may refuse to permit any person under the age of 18 to conduct any work on a construction site, at any time, in Habitat's sole and absolute discretion.

PARENTAL AUTHORIZATION FOR SUPERVISION AND TREATMENT OF A MINOR CHILD

I, _____, am the parent or legal guardian having custody of _____,
(Guardian’s name – PLEASE PRINT) (Volunteer’s name – PLEASE PRINT)

a minor child. As such parent or legal guardian, I hereby authorize and appoint myself or, in my absence _____,
(Chaperone’s name – PLEASE PRINT)

an adult in whose care the minor child has been entrusted or a duly authorized agent of Habitat for Humanity International, Inc., as my agent to act for me with respect to my minor child and in my name in any way I could act in person to make any and all decisions for me with respect to my minor child, concerning my minor child’s supervision on the construction site, personal care, medical treatment, hospitalization, and health care and to require, withhold or withdraw any type of medical treatment or procedure, including X-ray examination, anesthetic, medical or surgical diagnosis or treatment which may be rendered to my minor child under the general or special supervision and on the advice of any physician or surgeon licensed to practice in the state in which treatment is sought. My agent shall have the same access to my minor child’s medical records that I have, including the right to disclose the contents to others. **IMPORTANT: If only one parent or guardian executes this Release on behalf of a Volunteer who is under 18 years of age, then the undersigned parent or guardian of the Volunteer hereby covenants, warrants, represents and agrees that he or she is executing this Release on behalf of, and as an agent for, any other individual who may be a parent or guardian of the Volunteer, and that by executing this Release, the undersigned is binding himself/herself, the Volunteer, and any other parent or guardian of the Volunteer, and all of their heirs, executors, personal representatives, assigns and estates to this Release.**

Parent/Guardian signature: _____ Emergency Contact number: _____
2nd Parent/Guardian: Name (please print): _____

Signature: _____ Emergency Contact number: _____

**(TO BE COMPLETED BY CHAPERONE, IF PARENT/GUARDIAN IS NOT PRESENT)
CHAPERONE’S ACKNOWLEDGEMENT OF RESPONSIBILITY TO SUPERVISE AND CARE FOR MINOR CHILD**

As the appointed chaperone, I, _____ accept the responsibility that has been assigned to me
(Chaperone’s name – PLEASE PRINT)

above by the Minor Child’s parent/legal guardian to supervise and care for _____, a minor child.
(Volunteer’s name – PLEASE PRINT)

Chaperone Signature: _____ Date: _____