Release and Waiver of Liability

PLEASE READ CAREFULLY. THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.

This Release and Waiver of Liability (the “Release”) is executed on this __________ day of ________, 2018 by _____________________________ (the Volunteer) in favor of Habitat for Humanity East Central Ohio, a State of Ohio non-profit corporation, its directors, officers, employees and agents (collectively “Habitat”), Habitat for Humanity International, Inc., and any other Habitat for Humanity affiliated organization, and their respective affiliates, directors, officers, trustees, employees, sponsors, donors, volunteers, and agents (collectively, the “Released Parties”).

The Volunteer understands that the work or activities related to being a volunteer for Habitat may, in some situations, involve inherently dangerous activities. The Volunteer understands that children under the age of 16 are not allowed on Habitat for Humanity worksites while construction is in progress. While minors between the ages of 16 and 18 may be allowed to participate in some types of construction work, The Volunteer understands that using power tools, excavation, demolition, working on rooftops and similar activities are not permitted for anyone under the age of 18.

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 successors and assigns from any and all liability, claims, and demands, of whatever kind of nature, either in law or in equity, which arise or may hereafter arise from Volunteer’s work or activities related to being a volunteer for Habitat. 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 or activities related to being a volunteer for Habitat, whether caused by the negligence of Habitat or its officers, directors, employees, or agents, or otherwise. The Volunteer also understands 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 or illness.

2. CONSENT TO TRANSPORTATION AND MEDICAL TREATMENT. The Volunteer consents to the use of first aid treatment and the use of generic and over the counter medications and treatments as directed by manufacturer labels, whether administered by the Released Parties or first aid personnel. In an emergency, I understand the Released Parties may try to contact the individual listed below as an emergency contact. If an emergency contact cannot be reached promptly, the Volunteer hereby authorizes the Released Parties to act as an agent for the Volunteer to consent to any examination, testing, x-rays, medical, dental or surgical treatment for me as advised by a physician, dentist or other health care provider. This includes, but is not limited to, my assessment, evaluation, medical care and treatment, anesthesia, hospitalization, or other health care treatment or procedure as advised by a physician, dentist or other health care provider. I also authorize the Released Parties to arrange for transportation of me as advised by a physician, dentist or other health care provider. I also authorize the Released Parties to exercise the power to transport, administer first aid, and use of first aid treatment and medications for me as necessary and appropriate in their discretion. I, the Volunteer, do hereby release, forever discharge and hold harmless the Released Parties from any liability, claim, demand, and action whatsoever brought by me or on my behalf which arises or may hereafter arise on account of any transportation, first aid, assessment, care, treatment, response or service rendered in connection with my Activities with any of the Released Parties. If the Volunteer is less than 18 years of age, the parent(s) having legal custody and/or the legal guardian(s) of the Volunteer also hereby release, forever discharge and hold harmless the Released Parties from any liability, claim, demand and action whatsoever brought by such volunteer or on his/her behalf 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 transport, administer first aid, and consent to assessment, examination, x-rays, medical, dental, surgical or other such health care treatment.

3. ASSUMPTION OF THE RISK. The Volunteer understands that the work or activities related to being a volunteer for Habitat may include activities that may be hazardous to the Volunteer, including, but not limited to, construction, loading and unloading, and transportation to and from the worksites. In connection thereto, the Volunteer recognizes and understands that activities at Habitat may, in some situations, involve inherently dangerous activities. 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 or activities related to being a volunteer 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 or activities related to being a volunteer for Habitat, including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings.

6. **CONFIDENTIALITY.** I agree that in the course of my participation in the Activities, I may have access to personal and/or health care information of other persons. I agree to maintain the confidentiality of such information, to use such information only as necessary to do my job as a volunteer, and to comply with Habitat for applicable policies regarding such information.

7. **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 Ohio, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Ohio. The Volunteer agrees 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. Liability waivers are retained for five (5) years after the last day volunteered.

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

Volunteer Signature: _________________________________

You MUST legibly fill in the information below to work on a Habitat site, including ReStore, ministry offices, and construction sites.

Name:

Address, City, State and Zip:

Email:

Home/Work Phone: _____________________________ Mobile Phone: _____________________________

In case of emergency, please contact (Enter name): _____________________________ Phone: _____________________________

Relation: _____________________________ Phone: _____________________________

Age

☐ 14-15
☐ 16-17
☐ 18-40
☐ 41-64
☐ 65+

Volunteer Group Name

(if applicable):

Any other information we should be aware of (allergies, medications, physical conditions, etc.): _____________________________