

# Volunteer Release and Waiver of Liability

(Please read carefully. This is a legal document.)

This Release and Waiver of Liability (the "Release") by \_\_\_\_\_ (the "volunteer"). and, if applicable.

(Print name of volunteer)

In conjunction with \_\_\_\_\_ the parent having custody or legal guardianship of the volunteer, in favor

(Print name of parent/guardian if under 18)

of Habitat for Humanity International, Inc., a nonprofit corporation and Manatee County Habitat for Humanity, Inc., a Florida nonprofit corporation, their directors, officers, employees, and agents (collectively, "Habitat"). The Volunteer desires to work as a volunteer for Habitat and engage in the activities related to being a volunteer (the "Activities"). The Volunteer understands that the Activities may include constructing, reconstructing, & rehabilitating buildings, working in the Habitat offices, resale stores, warehouses and working at special events.

**The Volunteer hereby freely, voluntarily, and without duress executes this Release under the following terms:**

**1. Release and Waiver.** 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 Activities with Habitat. Volunteer understands 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 Volunteer's Activities with Habitat whether caused by the negligence of Habitat or its officers, directors, employees, or agents or otherwise. 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. It is the policy of Habitat that children under the age of 14 are not allowed at a Habitat work site while there is construction in progress. Federal regulations prohibit minors between the ages of 14 and 15 from working in general construction. They may, however, engage in limited activities such as cleaning lots, landscaping, or painting. Minors between the ages of 16 and 17 may perform general construction work, but may not engage in certain activities that are considered ultra hazardous. These activities include the use of ladders, power tools & motor vehicles, demolition roofing and excavation operations.

**2. Medical Treatment.** Volunteer does hereby release and forever discharge Habitat from any claim whatever which arise or may hereafter arise on account of any first aid treatments 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 understands that the Activities include work that may be hazardous to the Volunteer including but not limited to, construction, loading and unloading, and transportation to and from the work sites. Volunteer hereby expressly and specifically assumes the risks, injury or harm in the Activities and releases Habitat from all liability for injury, illness, death or property damage resulting from the Activities.

**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. Habitat does, however, provide GAP insurance to all Volunteers under its medical insurance. This means that in the event that medical attention is sought, the Volunteer and/or Guardian's primary medical insurance pays first. Habitat's medical insurance would only pay as secondary coverage or in the case that the Volunteer does not have any medical insurance. Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.

**5. Photographic Release.** Volunteer does hereby grant and convey unto Habitat all rights, title and interest in any and all photographic images and video 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.

**6. Permission to enter contact information into the Donor Database:** Volunteer understands that he/she will be included in the organization's database and will receive communications from Habitat including E-newsletters, special event notices, and other Habitat related information. Volunteer may choose to opt out at any time.

**7. Background Check.** Volunteer understands that Habitat for Humanity screens all potential staff, of any members, applicant families, and volunteers through national and state sexual offender registries, and that by completing this application, volunteer listed on this application agrees to such as inquiry.

**8. Other.** Volunteer expressly agrees that this release is intended to be as broad and inclusive as permitted by the laws of the State of Florida and that this Release shall be governed by and interpreted in accordance with the laws of the State of Florida. 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 jurisdictions the invalidity of such clause or provision shall not otherwise direct the remaining provisions of this release which shall continue to be enforceable.

**9. Drug Policy.** Manatee County Habitat for Humanity maintains a **DRUG FREE WORK AREA**. No person is allowed on the property or allowed to work on a Habitat house or other Habitat activities, if they are under the influence of alcohol and/or drugs.

By signing below, the Volunteer and, if applicable, the parent/guardian has read, understood and executed this Release.

## Volunteer:

Name (print): \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_ Birth Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

## **Emergency Contact:**

Name/Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_

## Parent/Guardian (if volunteer is under 18 years of age):

Name (print): \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_