HABITAT FOR HUMANITY IN THE ROANOKE VALLEY <u>RELEASE AND WAIVER OF LIABILITY</u>

The undersigned (the "Volunteer") hereby freely, voluntarily, and without duress executes this Release and Waiver of Liability (the "Release") under the terms below in favor of Habitat for Humanity International, Inc, a nonprofit corporation, and Habitat for Humanity in the Roanoke Valley, Inc., a Virginia 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 and rehabilitating residential buildings, working in the Habitat offices, and living in housing provided for volunteers of Habitat.

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

<u>Release and Waiver:</u> 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 or 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.

<u>Medical Treatment</u>: Volunteer does 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 the Volunteer's Activity with Habitat.

Should anyone be exposed to the Volunteer's blood or bodily fluid in a way that might allow transmission of infection due to blood borne disease (i.e. HIV, Hepatitis B, etc.) or other communicable diseases, then it is understood that according to Virginia State Law, for the safety and health of the Volunteer and person(s) affected, samples of the Volunteer's blood or bodily fluid may be tested for evidence of infection.

<u>Assumption of the Risk:</u> 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 risk of injury or harm in the Activities and releases Habitat from all liability for injury, illness, death, or property damage resulting from the Activities.

<u>Insurance</u>: 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.

<u>Photographic Release</u>: 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 Activities with Habitat, including, but not limited to any royalties, proceeds or other benefits derived from such photographs or recordings.

<u>Other</u>: Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Virginia, and that this Release shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia. 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.

Habitat follows OSHA requirements for restricting ages of volunteers. Volunteer agrees to abide by these guidelines:

Age 13 and under-Cannot be on construction site.

Age 14-15—Can assist with landscaping and painting, but cannot be around construction activity.

Age 16-17—Can perform general construction work, but cannot use power tools or do height work.

Age 18 and up—Can perform all construction related tasks.

In witness hereof, Volunteer has executed this Release as of the day and year written.

Volunteer: (sign) Witness:

Volunteer: (print legibly)

Date: