



# 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 \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, (the "Volunteer"), in favor of Habitat for Humanity of Southern Santa Barbara County, Habitat for Humanity ReStore, Habitat for Humanity International, Inc., any other Habitat for Humanity affiliated organization, Dennis Allen Associates, and their respective directors, officers, trustees, employees, volunteers, donors, contractors, suppliers, and agents (collectively, the "Released Parties").

I, the Volunteer, desire to work as a volunteer for one or more of the Released Parties and engage in the activities related to being a volunteer ("Activities"). I understand that my Activities may include but are not limited to the following: working in Habitat for Humanity offices or Habitat for Humanity ReStore operations; traveling to and from work sites; consuming food available or provided; constructing and rehabilitating residential buildings; and other construction-related activities.

I, the Volunteer, hereby freely, voluntarily and without duress execute this Release under the following terms:

**Release and Waiver.** I, the Volunteer, do hereby release and forever discharge and hold harmless the Released Parties and their successors and assigns from any and all liability, claims and demands which I or my heirs, assigns, next of kin or legal representatives may have, or may allege to have, or which may hereinafter accrue with respect to any bodily injury, personal injury, illness, death or property damage which arise or may hereafter arise from or is in any way related to my Activities with any of the Released Parties, whether caused wholly or in part by the negligence, fault, or other misconduct of any of the Released Parties or of other volunteers, other than the intentional or grossly negligent conduct of any of the Released Parties. In connection with this release, I expressly waive the provisions of the California Civil Code Section 1542, which provides as follows:

***A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.***

I understand and acknowledge that by this Release I knowingly assume the risk of injury, harm and loss associated with the Activities. I also understand that the Released Parties do 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.

*It is the policy of Habitat for Humanity that children under the age of 16 are not allowed on Habitat for Humanity worksites while construction is in progress. It is further the policy of Habitat for Humanity that, while minors between the ages of 16 and 18 may be allowed to participate in construction work, using power tools, excavation, demolition, working on rooftops and similar activities are not permitted for anyone under the age of 18.*

**Medical Treatment.** I, the Volunteer, do hereby release and forever discharge the Released Parties from any claim or action whatsoever which arises or may hereafter arise on account of any first aid, treatment or other medical service rendered in connection with or related to any of my Activities with any of the Released Parties.

If the Volunteer is less than 18 years of age, the Volunteer and the parents having legal custody and/or the legal guardians of the Volunteer (the "Guardians") also hereby release and forever discharge the Released Parties from any claim whatsoever 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 consent to medical or dental treatment as such power may be granted and authorized in a Parental Authorization for Treatment of a Minor Child.

**Assumption of the Risk.** I, the Volunteer, understand that my Activities may include work that may be hazardous to me, including, but not limited to, the following: construction; loading and unloading of heavy equipment and materials; travel to and from the work sites; work at and around construction sites; operation of and exposure to heavy machinery and equipment, power tools, ladders, scaffolding, and other construction-related equipment; and exposure to lead, asbestos, mold, and other substances, which may cause or worsen certain illnesses, especially if I do not wear protective equipment, am exposed for extended periods of time, or have a pre-existing immune system deficiency.

I hereby expressly and specifically assume the risk of injury or harm in the Activities and release the Released Parties from all liability for any loss, cost, expense, injury, illness, death or property damage resulting directly or indirectly from the Activities.

**Insurance.** I, the Volunteer, understand that, except as otherwise agreed to by the Released Parties in writing, the Released Parties are 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.

**Photographic Release.** I, the Volunteer, do hereby grant and convey unto the Released Parties all right, title and interest in and to any and all photographs and video or audio recordings of or including my image or voice, made by or for any of the Released Parties during my Activities with the Released Parties, including, but not limited to, the right to use such photographs or recordings for any purpose and to any royalties, proceeds or other benefits derived from them.

**Criminal Background Check.** In the interest of providing safe working environment, the Released Parties reserve the right to check the criminal background records of any volunteer. Having a criminal record does not disqualify a volunteer, but Habitat may in its sole and absolute discretion require a re-assignment of duties to protect the elderly, children, or persons with disabilities. I, the Volunteer, do hereby grant and convey unto the Released Parties the authorization to complete a criminal background check as they may deem necessary in their sole and absolute discretion.

**Other.** I, the Volunteer, expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the state where the Activities take place. I further agree that in the event 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 clauses or 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.

To express my understanding of, and agreement with this Release, I sign here with a witness.

**Volunteer:** Name (please print): \_\_\_\_\_ Signature: \_\_\_\_\_

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

Phone: (H) \_\_\_\_\_ (C) \_\_\_\_\_ E-mail: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

**Witness:** Name (please print): \_\_\_\_\_ Signature: \_\_\_\_\_

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**In case of emergency, please contact: NAME:** \_\_\_\_\_

**RELATION:** \_\_\_\_\_ **PHONE: (H)** \_\_\_\_\_ **(C/W)** \_\_\_\_\_

**The following information may be needed by any hospital or medical practitioner not having access to the Volunteer/Participant's medical history:**

Allergies (Medicine, food, etc): \_\_\_\_\_

Medications being taken: \_\_\_\_\_

Date of last tetanus shot: \_\_\_\_\_

Physical impairments: \_\_\_\_\_

Other: \_\_\_\_\_

**Health Insurance Coverage:**

Company: \_\_\_\_\_

Policy Number: \_\_\_\_\_ Emergency Phone: \_\_\_\_\_

## RELEASE AND WAIVER OF LIABILITY FOR MINORS

**IMPORTANT: If the Volunteer is less than 18 years of age, all parents or guardians must also sign this Release and Waiver of Liability with a witness. 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:** Name (please print): \_\_\_\_\_

Signature: \_\_\_\_\_

Phone: \_\_\_\_\_

Witness: Name (please print): \_\_\_\_\_

Signature: \_\_\_\_\_

**Parent/Guardian:** Name (please print): \_\_\_\_\_

Signature: \_\_\_\_\_

Phone: \_\_\_\_\_

Witness: Name (please print): \_\_\_\_\_

Signature: \_\_\_\_\_

| EMERGENCY CONTACT INFORMATION              |
|--|
| Name: _____ Relationship: _____            |
| Address: _____                             |
| Phone: (H) _____ (C/W) _____ E-mail: _____ |

**IF APPLICABLE:**

- School/Organization (no abbreviations please):**

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