



## VOLUNTEER 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

(Print Full Name) \_\_\_\_\_, (the "Volunteer"), in favor of Habitat for Humanity St. Johns County, Habitat for Humanity International, Inc., and any other Habitat for Humanity affiliated organization, and their respective directors, officers, trustees, employees, volunteers 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, towns, cities or countries; consuming food available or provided; living in housing provided for volunteers; 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 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 simple negligence, fault or other misconduct, other than intentional or grossly negligent conduct, of any of the Released Parties or of other volunteers.

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 service rendered in connection with 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; travel to and from the work sites; and exposure to lead, asbestos, and mold, 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 also understand there is some inherent risk in consuming local foods and living in local accommodations in the city(ies) or country(ies) visited. I further understand I may be traveling to and from locations where there is a risk of terrorism, war, insurrection, criminal activities, inclement weather or other circumstances that could threaten my health or safety. I also understand that it is the policy of the Released Parties to not pay ransom or make any other payments to secure the release of hostages.

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 Habitat for Humanity International, Inc., all right, title and interest in any and all photographs and video or audio recordings of or including my image or voice, made by 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.

**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 (may be signed prior to arrival at construction site).

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

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

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Phone: (Home) \_\_\_\_\_ (Cell) \_\_\_\_\_ E-mail: \_\_\_\_\_

Company/Organization/Church/Civic Group/School \_\_\_\_\_

Would you be willing to partner with Habitat as a monthly donor or make a onetime donation? YES / NO

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

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

**EMERGENCY CONTACT INFORMATION**

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone: (Home) \_\_\_\_\_ (Cell/Work) \_\_\_\_\_

**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. Also, all parents or guardians must complete the "Parental Authorization for Treatment of, and Travel With, a Minor Child" on the following page. 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:**

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

Address:

\_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

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

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

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

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

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



## **WORK CREW SAFETY GUIDELINES**

It is the policy of Habitat that individuals under the age of 16 are not allowed on a Habitat worksite while there is construction in progress. It is further the policy of Habitat that anyone using power tools, working on the roof or on ladders higher than 6 Feet off the ground, must be at least 18.

### **General Safety:**

1. Everyone is responsible for their own safety. Be aware of your surroundings.
2. Speak up. Report unsafe practices or situations to site crew leaders.
3. Don't lift beyond your strength. Get a partner. Remember to bend your knees. Lift with your back straight.
4. Drink plenty of water, Know where the drinking water is located. Use plenty of sunscreen even on cloudy days.
5. Remove nails from lumber as soon as practical.
6. Do not lean lumber or materials against a wall. It could fall and hurt someone.
7. A clean job site is a safe jobsite. Please help pick up trash and debris.
8. Watch for trip hazards. Stack all building materials neatly to reduce tripping hazards. Remove unnecessary materials for the immediate job site area.
9. If you are uncertain how to do a task or use a tool, ask a crew leader.
10. Report all accidents or injuries immediately to a crew leader.
11. Watch out for wall framing bracing to avoid head collisions.

### **Worker Safety Equipment:**

1. Proper clothing is essential to safety. Wear clothes that are appropriate for the work and weather conditions. Bring work gloves. Loose clothing and jewelry are dangerous around power tools.
2. Worker should wear boots or thick soled shoes. Any worker wearing sandals, open toed shoes, flip flops or other inappropriate footwear will not be allowed to remain on the construction site.
3. Workers must wear approved safety glasses when using power tools. Eye protection should be worn when hammering nails.
4. Earplugs should be worn when operating loud tools.
5. Hard hats should be worn when there are persons working above you that could drop materials or tools.

## Hand and Power tools:

1. Minimum age for using power tools is 18.
2. Wear approved safety glasses. Prescription glasses and sunglasses do not count.
3. Guards on saws must be in place and operating.
4. Don't bind the blade of any saw. If the blade binds the saw could kick back and cause serious injury.
5. Keep power cords free of the cutting path of saws.
6. Always saw on secure sturdy surfaces.
7. Regularly inspect tools for broken or missing pieces.
8. Use only grounded 3 prong extension cords plugged into GFCI outlets. Regularly inspect power cords for damaged or frayed wires.
9. Disconnect power sources before moving the tool, making adjustments or changing blades or bits. Replace dull blades or bits.
10. Utility knives are very sharp. Always cut away from you. Keep hands out of the blades path. Retract or cover blade when not in immediate use.
11. When cutting or drilling through walls, persons on the other side should be notified and move out of the cutting or drilling area.
12. Individuals should have experience or receive proper training before using power tools.
13. Use tools for there intended purpose.

## Ladder Use:

1. Do not leave hammers, tools or materials on top of stepladder or steps.
2. Place stepladders on solid, level footing. Do not over reach.
3. Do not stand or sit on the top rung or platform of a stepladder.
4. Always open stepladders and place all four feet firmly on solid ground. Lock the spreader.
5. Extension ladders must be extended 3 feet above the step off point.
6. Keep body near the middle of the ladder. Avoid leaning off the edge of the ladder. Move the ladder frequently so you're not tempted to over reach and fall.
7. Use proper angle with extension ladders. Use 4 to 1 rule. For every 4 foot of height, move the ladder 1 foot out from the wall.
8. Make sure extension ladder latches are secure before climbing.

All workers must attend the daily general safety speech prior to working on the construction site.

I have read and understand the Habitat for Humanity Safety Guidelines.

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_