



Release and Waiver of Liability Minor Form

This Release and waiver of Liability executed on _____, _____ 2010, by _____, a
(Month) (Day) (Print minor volunteer’s name)

minor child (the “Volunteer”), and _____, the parent having legal
(Print Guardian’s name)

custody and/or the legal guardian of the volunteer (the “Guardian”), in favor of HABILITAT FOR HUMANITY of UTAH COUNTY, a non profit corporation, its directors, officers, employees, and agents (collectively, “Habitat”).

The Volunteer and Guardian desire that the Volunteer work as a volunteer for Habitat and engage in the activities related to being a volunteer. Volunteer and Guardian understand that the activities may include constructing and rehabilitating residential buildings.

It is the policy of Habitat for Humanity of Utah County that children under the age of 14 not be allowed on a Habitat worksite while there is construction in progress. It is further the policy while children between the ages of 16 and 17 may be allowed to participate in construction work, ultra hazardous activity such as using power tools, excavation, demolition or working on rooftops is not permitted by anyone under the age of 18.

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

1. Waiver and Release: Volunteer and Guardian do 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 my work with Habitat.
2. Volunteer and Guardian understand and acknowledge that this Release discharges Habitat from any liability or claim that they may have against it with respect to any bodily injury, personal injury, illness, death or property damage that may result from my work with Habitat, whether caused by the negligence of Habitat or its officers, directors, employees, or agents or otherwise. Volunteer and Guardian also understand that, except as otherwise agreed to by Habitat in writing, Habitat does not assume any responsibility for or obligation to provide financial or other assistance, including but not limited to medical, health, or disability insurance, in the event of injury or illness.
3. Medical Treatment: Except as otherwise agreed to by Habitat in writing, Volunteer and Guardian do 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 my work with Habitat.
4. Assumption of Risk: Volunteer and Guardian understand that the work with Habitat may include activities that could be hazardous to them, including, but not limited to, construction, loading and unloading transportation to and from the work sites. In connection thereto, Volunteer and Guardian recognize and understand that activities at Habitat may, in some situations, involve inherently dangerous activities.

Volunteer and Guardian hereby expressly and specifically assume the risk of injury or harm in these activities and release Habitat from all liability for injury, illness, death, or property damage resulting from the activities of my work with Habitat.

5. Insurance: Habitat/carries secondary insurance for our volunteers. It is an Excess Accidental Medical Program designed to provide coverage in the event of an accidental bodily injury or death. Volunteers are covered while they are participating in a Habitat sponsored activity. This coverage will wrap around the volunteer’s personal health insurance. If the volunteer does not have any health insurance, then this policy becomes primary.
6. Photographic Release: Volunteer and Guardian do 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 my work there, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
7. Other: Volunteer and Guardian expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Utah, and that this Release shall be governed by and interpreted in accordance with Utah State laws. Volunteer and Guardian agree 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.

IN WITNESS WHEREOF, I have executed the Release as of the day and year first written above.

Volunteer: _____ (sign here)

Guardian: _____ (sign here)