

THIS IS A LEGAL DOCUMENT, WHICH AFFECTS YOUR LEGAL RIGHTS; PLEASE READ VERY CAREFULLY!

RELEASE AND WAIVER OF LIABILITY FOR ADULTS AND MINORS

This release and waiver of liability (the "Release") executed on this ____ day of _____, 20____, by _____ (the "Volunteer"), and , *if volunteer is under 18 years of age*, _____, the parent having legal custody and/or the legal guardian of the Volunteer (the "Guardian"), in favor of **YAKIMA VALLEY PARTNERS HABITAT FOR HUMANITY**, a Washington State nonprofit corporation, its directors, officers, employees, and agents (collectively, "Habitat").

The Volunteer (and Guardian) desire(s) that the Volunteer work as volunteer for Habitat and engage in the activities related to being a volunteer. The Volunteer (and the Guardian) understand(s) that the activities may include constructing and rehabilitating residential buildings and any activities therein which might pertain to home construction including: use of hand tools and fasteners, manual movement of materials, use of ladders, transportation to and from the worksite, and other normal hazards encountered on a construction site.

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

- Waiver and Release.** The Volunteer (and Guardian) do(es) 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 work for Habitat.
Volunteer (and Guardian) understand(s) that this Release discharges Habitat from any liability or claim that the Volunteer (or Guardian) may have against Habitat with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's work for Habitat, whether caused by the negligence of Habitat or its officers, director, employees, or agents or otherwise. Volunteer (and Guardian) also understand(s) that Habitat does not assume any responsibility for or any obligation to provide financial assistance or any other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.
- Medical Treatment.** Volunteer (and Guardian) do(es) 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 work for Habitat or with the decision by any representative or agent of Habitat to exercise the power to consent to medical or dental treatment.
- Assumption of the Risk.** The Volunteer (and Guardian) understand(s) that the work for Habitat may include activities that may be hazardous to the Volunteer, including, but not limited to, construction, loading and unloading, and transportation to and from the work sites, Habitat Store, or events. Volunteer (and Guardian) hereby expressly and specifically assume(s) 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 the Volunteer's work for Habitat. Volunteer (and Guardian) also affirm(s) that they have read and understand Habitat's Safety Instructions, and as such understand the risks involved and how to be safe while on sites, Habitat Stores and/or events.
- Insurance.** The Volunteer (and Guardian) understand(s) 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.**
- Photographic Release.** Volunteer (and Guardian) do(es) 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 work for Habitat, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
- Criminal Background Check.** Has volunteer ever been convicted of a sex crime? **Please mark one** ☐ Yes ☐ No
PLEASE NOTE THAT WASHINGTON STATE PATROL AND NATIONAL SEX OFFENDER CHECKS WILL BE CONDUCTED FOR ALL VOLUNTEERS.
- Other.** Volunteer (and Guardian) express agree(s) that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Washington, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Washington. Volunteer (and Guardian) agree(s) 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, Volunteer and Guardian have executed this Release as of the day and year first above written.

Volunteer _____ Date ____/____/____
Print Name Signature

Volunteer Date of Birth ____/____/____ *If Date of Birth means Volunteer is under 18 years of age, parent or guardian must sign below

Parent/Guardian _____ Date ____/____/____
Print Name Signature

Witness/Guardian _____ Date ____/____/____
Print Name Signature

Parent/Guardian Address _____ Phone (h) _____

(w) _____