Greater Fredericksburg Habitat for Humanity®

ADULT (18+ YEARS) RELEASE & 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 **Greater Fredericksburg Habitat for Humanity** and any other Habitat for Humanity affiliated organization, and in their respective affiliates, directors, officers, trustees, employees, sponsors, donors, volunteers and agents (collectively, the "Released Parties").[1]

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. I understand that my activities may include but are not limited to the following: working in Habitat for Humanity offices and worksites; working in or for Habitat for Humanity ReStore operations; loading and unloading materials; traveling to and from work sites, towns, cities, or countries; consuming food available or provided; living in housing provided for volunteers; assisting in disaster relief areas; constructing and rehabilitating residential buildings; other construction-related activities; and other volunteer activities ("Activities").

I, the Volunteer, understand that my Activities may include work that may be hazardous to me, including, but not limited to, 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, instability, inclement weather or other circumstances that could threaten my health or safety. I also understand that it is the policy of the Released Parties not to pay ransom or make any other payments to secure the release of hostages.

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

Release and Waiver: In consideration of and in order to be allowed to participate in the Activities, 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, demands, costs, and damages of any kind, whether arising from tort, contract, or otherwise, which I or my heirs, assigns, next of kin, or legal representatives may have or which may hereinafter accrue, arise from, or are in any way related to my Activities with any of the Released Parties, including but not limited to personal injury, bodily injury, illness,

[1] Each Habitat for Humanity affiliate is an independently owned and operated non-profit corporation. Habitat for Humanity International, Inc. does not own, operate, or control the activities of Habitat for Humanity affiliated organizations.

property damage, loss, or death, whether caused wholly or in part by the simple negligence, fault, or other misconduct of any of the Released Parties or of other volunteers, other than their intentional or grossly negligent conduct.

I understand and acknowledge that children under the age of 16 are not allowed on Habitat for Humanity worksites while construction is in progress. While minors between the ages of 16 and 18 may be allowed to participate in some types of construction work, I understand that using power tools, excavation, demolition, working on rooftops and similar activities are not permitted for anyone under the age of 18. I agree it is my responsibility to communicate these requirements to any of my minor children who will attend and/or participate in the Activities.

Consent to Transportation and Medical Treatment: I consent to the use of first aid treatment and the use of generic and over the counter medications and treatments as directed by manufacturer labels, whether administered by the Released Parties or first aid personnel. In an emergency, I understand the Released Parties may try to contact the individual listed below as an emergency contact. If an emergency contact cannot be reached promptly, I hereby authorize the Released Parties to act as an agent for me to consent to any examination, testing, x-rays, medical, dental, or surgical treatment for me as advised by a physician, dentist, or other health care provider. This includes, but is not limited to, my assessment, evaluation, medical care and treatment, anesthesia, hospitalization, or other health care treatment or procedure as advised by a physician, dentist, or other health care provider. I also authorize the Released Parties to arrange for transportation of me as deemed necessary and appropriate in their discretion. I, the Volunteer, do hereby release, forever discharge, and hold harmless the Released Parties from any liability, claim, demand, and action whatsoever brought by me or on my behalf which arises or may hereafter arise on account of any transportation, first aid, assessment, care, treatment, response, 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 parent(s) having legal custody and/or legal guardian(s) of the Volunteer also hereby release, forever discharge, and hold harmless the Released Parties from any liability, claim, demand, or action whatsoever brought by such volunteer or on his/her behalf 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 transport, administer first aid, and consent to assessment, examination, x-rays, medical, dental, surgical, or other such health care treatment.

Insurance: I 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 heath, 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. I understand that I am and remain responsible for payment of such hospital, physician, ambulance, dental, medical, or other services obtained for me or my child. I agree that the released parties do not assume any responsibility for the payment of such fees or expenses which may be incurred. If I have health insurance, I understand my personal health insurance is my primary coverage.

Confidentiality: I agree in the course of my participation in the Activities, I may have access to personal and/or health care information of other persons. I agree to maintain the confidentiality of such

information, to use such information only as necessary to do my job as a volunteer, and to comply with Habitat for applicable policies regarding such information.

Photographic/Recording Release: I hereby grant and convey unto the Released Parties all right, title, and interest in any and all photographs and video/audio/electronic recordings of me, including as to my name, image, and voice, made by or on behalf of any of the Released Parties during my Activities with the Released Parties, including, but not limited to, the right to use such materials for any purpose and to any royalties, proceeds, or other benefits derived from them. I understand that I will not have any ownership interest in or to such photographs, images, and/or recordings, I have not been provided or promised any compensation to me, and hereby I waive any rights, privileges, or claims based on any right of publicity, privacy, ownership, or any other rights arising, relating to, or resulting from the photographs, images, and/or recordings. I understand and agree that this paragraph also applies to my minor child(ren) who are volunteering.

Other: I expressly agree that this Release is intended to be as broad and inclusive as permitted by state law. I further agree that in the event any clause or provision of this Release is held 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 by a Released Party does not prevent the exercise of any other right.

I have carefully considered my decision; the benefits and risks involved and hereby give my informed consent to participate in all volunteer Activities. I have read and understand this Release and Waiver of Liability, any questions of mine have been answered, and I voluntarily agree to the above provisions. It is my intent to bind my heirs, next of kin, assigns, and legal representative.

SIGNATURE OF VOLUNTEER 18 YEARS OR OLDER:

Volunteer Name (Please Print):_____DOB (mm/dd/yyyy): _____

Signature: _____

Address:_____

Phone (H): _____ (C): _____

Email: _____

Witness Name (Please Print): _____

Signature: _____

EMERGENCY CONTACT INFORMATION FOR VOLUNTEER OVER 18 YEARS OF AGE:

Name: _____ Relationship: _____

Address: _____

Phone (H): _____ (C): _____(W): _____

Email: _____

VOLUNTEER AGREEMENT

I, _____, the Volunteer, certify that I have read the Greater Fredericksburg Habitat for Humanity Policy & Procedures Handbook and understand all the goals, terms, and policies set forth in it. I agree to abide by all of the expectations for volunteers and to uphold an environment of safety and professionalism while volunteering for Greater Fredericksburg Habitat for Humanity. I understand that my primary goal as a volunteer is to work toward the mission of building strength, stability, and self-reliance through shelter. I understand that disciplinary action, up to and including termination of my volunteer service, may be taken by Greater Fredericksburg Habitat for Humanity if I am found to be detracting from these goals or from the safety of myself or others, or if my words or actions fail to meet the volunteer expectations set forth in the handbook.

Signed: _____ Date: _____

SAFETY TRAINING VIDEO (INTERNAL USE ONLY)

The following individual has completed the Greater Fredericksburg Habitat for Humanity Online Safety Training on this ____ day of _____, 20___.

Course Name

- ☐ ReStore Safety & Loss Control
- ☐ Volunteering on a Habitat for Humanity Job Site

Validated By (Print Name): _____

Signature: _____ Date: _____