

**IMPORTANT: Each volunteer must have a signed "Release and Waiver of Liability" on file.**

# Release, Waiver of Liability, and Indemnification

**PLEASE READ CAREFULLY!**

**THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!**

This Release, Waiver of Liability, and Indemnification Agreement (the "Release") is executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, (the "Volunteer"), in favor of Mid-Willamette Habitat for Humanity and their respective directors, officers, trustees, employees, volunteers and agents (collectively, the "Released Parties").

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

**Release and Waiver.** I, the Volunteer, do hereby agree to indemnify, 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 bodily injury, personal injury, illness, death or property damage.

**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 acknowledge that I have investigated and evaluated the risks and have made a voluntary and informed decision about engaging in the Activities. My decision to sign this Release is based upon my own investigation and understanding, and not the representations of the Released Parties. 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.

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**Photographic Release.** I, the Volunteer, do hereby grant and convey unto Habitat for Humanity of the MidWillamette Valley as well as 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 the rights 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. If the Released Parties are required to file a lawsuit or engage in alternative dispute resolution to enforce the terms of this Release, the prevailing party in such suit or action shall be entitled to its costs, disbursements, and reasonable attorney fees incurred therein, both at trial and on appeal.

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

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

**PARENTAL AUTHORIZATION FOR TREATMENT OF, AND TRAVEL WITH, A MINOR CHILD**

I, \_\_\_\_\_, am the parent or legal guardian having custody of \_\_\_\_\_, a minor child. As such parent or legal guardian, I hereby authorize and appoint \_\_\_\_\_, an adult in whose care the minor child has been entrusted or a duly authorized agent of Habitat for Humanity of the Mid-Willamette Valley., as my agent to act for me with respect to my minor child and in my name in any way I could act in person to make any and all decisions for me with respect to my minor child, \_\_\_\_\_, concerning my minor child’s personal care, medical treatment, hospitalization, and health care and to require, withhold or withdraw any type of medical treatment or procedure, including X-ray examination, anesthetic, medical or surgical diagnosis or treatment which may be rendered to my minor child under the general or special supervision and on the advice of any physician or surgeon licensed to practice in the state in which treatment is sought. My agent shall have the same access to my minor child’s medical records that I have, including the right to disclose the contents to others.

Also, I hereby authorize and appoint my agent to travel with my minor child, and consent for my minor child to serve as a volunteer with Mid-Willamette Habitat for Humanity, and to help construct houses and participate in other activities on a voluntary basis, without compensation.

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

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

EMERGENCY CONTACT INFORMATION		
Name: _____	Relationship: _____	
Address: _____		
Phone:(H) _____	(C/W) _____	Email _____

