



# 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") executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by (print your name) \_\_\_\_\_ (the "Volunteer") in favor of Habitat for Humanity International, Inc., a nonprofit corporation, and Knoxville Habitat for Humanity, Inc., a Tennessee nonprofit corporation, their directors, officers, employees, contractors, volunteers, and agents (collectively, "Habitat").

The Volunteer desires to work as a volunteer for Habitat and engage in the activities related to being a volunteer (the "Activities"). The Volunteer understands that the Activities include, but are not limited to, constructing residential buildings, working in the office, working in the Thrift Store, and related activities.

The Volunteer hereby freely, voluntarily, and without duress executes this Release under the following terms:

**Release and Waiver.** Volunteer does 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 Activities with Habitat.

Volunteer understands that this Release discharges Habitat from any liability or claim that the Volunteer may have against Habitat with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's Activities with Habitat, whether caused by the negligence of Habitat or its officers, directors, employees, agents, contractors, volunteers or otherwise.

**Insurance.** Volunteer also understands that, in the event of injury incurred while engaged in Habitat Activities as a Volunteer, Volunteer's insurance, if any, shall be primary and Habitat's insurance shall be secondary. Habitat does not assume any responsibility for or obligation to provide financial assistance or other assistance to Volunteers including, but not limited to, secondary medical, health, or disability insurance in excess of what it currently provides.

**Medical Treatment.** Volunteer does 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 Activities with Habitat.

**Assumption of the Risk.** The Volunteer understands that the Activities include work that may be hazardous to the Volunteer including, but not limited to, construction, lifting, using tools and equipment, handling and installing materials, being on the job site, loading and unloading, and transportation between work sites. Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases Habitat from all liability for injury, illness, death, or property damage resulting from the Activities.

**Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.**

**Photographic Release.** Volunteer does 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 Activities with Habitat including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

**Other.** Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Tennessee, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Tennessee. Any injury claims made by Volunteer against Habitat shall be filed in Knox County. Volunteer agrees 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 has executed this Release as of the day and year first above written.**

**Parent/Guardian (if volunteer is under 18):**

**VOLUNTEER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**PHONE (H):** \_\_\_\_\_

**PHONE (W):** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

Knoxville Habitat for Humanity will never share your email address.  
May we contact you by email regarding the latest Habitat news and events? \_\_\_\_ Yes \_\_\_\_ No

**EMERGENCY CONTACT PERSON AND TELEPHONE NUMBER (while working as a Habitat volunteer):**

<b>Name</b>	<b>Phone Number</b>
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Note: You are required to follow all safety procedures as prescribed. Habitat recommends the use of hard shoes and ear protection and requires the use of safety eye glasses when performing certain functions and when using equipment. You are required to wear a hard hat whenever construction work is being done overhead.