

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT!

RELEASE AND WAIVER OF LIABILITY

This Release and Waiver of Liability (the "Release") executed this ____ day of _____, 20____, by _____ (the "Volunteer") in favor of Habitat for Humanity International, Inc., a nonprofit corporation, and Greater Muncie, IN Habitat for Humanity Inc, an Indian nonprofit corporation, their directors, officers, employees, 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 may include constructing, rehabilitating residential buildings and working in the Habitat Office.

The Volunteer does hereby freely, voluntarily, and without duress execute this Release under the following terms.

Waiver and Release. Volunteer and/or Guardian do(es) hereby release and forever discharge and hold harmless Habitat and its successors and assigns from any and all liability, claim, and demands of whatever kind or nature, either in law or in equity, which may arise or may hereafter arise from Volunteer's Activities with Habitat.

Volunteer and/or Guardian understand(s) and acknowledge(s) that this Release discharges Habitat from any liability or claim that the Volunteer and/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 Activities with Habitat, whether caused by negligence of Habitat or its officers, directors, employees, or agents or otherwise. Volunteer and/or Guardian also understand(s) that Habitat does 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 injury or illness.

It is the policy of Habitat that children under the age of 16 not be allowed on a Habitat worksite while there is construction in progress. It is further the policy of Habitat that, while children between the ages of 16 and 18 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.

Medical Treatment. Volunteer and/or 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 Volunteer's Activities at Habitat or with the decision by any representative or agent of Habitat to exercise the power to consent to medical or dental treatment as such power may be granted and authorized in the Parental Authorization for Treatment of a Minor Child.

Assumption of Risk. The Volunteer and/or Guardian understand(s) that the Activities include work that may be hazardous to the Volunteer, including, but not limited to construction, loading and unloading, and transportation to or from the worksites.

Volunteer and/or Guardian hereby expressly and specifically assume(s) the risk of injury or harm in the Activities and release(s) Habitat from all liability for injury, illness, death, or property damage resulting from the Activities

Insurance. The Volunteer and/or 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 TO CARRY MEDICAL OR HEALTH INSURANCE

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

Other. Volunteer and/or Guardian expressly agree(s) that this Release is intended to be as broad and inclusive as permitted by laws of the State of Indiana, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Indiana. Volunteer and/or 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 THEREOF, Volunteer and/or Guardian has(have) executed this Release as of the date first above written.

Volunteer:

Guardian for person under 18

Please sign your name

Please sign your name

Please print your name

Please print your name

Street Address or P. O. Box

Street Address or P. O. Box

City, State and Zip

City, State and Zip

Phone Numbers

Phone Numbers

Home

Home

Work

Work

Witness:

Thank you for Volunteering for Greater Muncie, Habitat for Humanity!!