

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

## **Appendix B**

### **Release and Waiver of Liability for Minors**

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 \_\_\_\_\_, a minor child (the "volunteer"), and \_\_\_\_\_ and \_\_\_\_\_, the parents having legal custody and/or the legal guardians of the volunteer (the "Guardians"), in favor of Habitat for Humanity International, Inc., a nonprofit corporation, and Habitat for Humanity of Ontario County, Inc., a New York State nonprofit corporation, their directors, officers, employees, and agents (collectively, "Habitat"). (Note that any additional parent or guardian should sign the Release).

The Volunteer and Guardians desire that the Volunteer work as a volunteer for Habitat and engage in the activities related to being a volunteer (the "Activities"). The Volunteer and the Guardians understand that the Activities may include constructing and rehabilitating residential buildings, working in the Habitat offices, and living in housing provided for volunteers of Habitat.

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

**Release and Waiver.** Volunteer and Guardians do 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 and Guardians understand that this Release discharges Habitat from any liability or claim that the Volunteer or Guardians 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, or agents or otherwise. Volunteer and Guardians also understand 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 are not allowed on a Habitat work site 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 Guardians do 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 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 the Risk.** The Volunteer and Guardians understand that the Activities may include work that may be hazardous to the Volunteer, including, but not limited to, construction, loading and unloading, and transportation to and from the work sites.

Volunteer and Guardians hereby expressly and specifically assume the risk of injury or harm in the Activities and release Habitat from all liability for injury, illness, death, or property damage resulting from the Activities.

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**Insurance.** The Volunteer and Guardians understand 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 Guardians do 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 Guardians expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of New York, and that this Release shall be governed by and interpreted in accordance with the laws of the State of New York. 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 and Guardians have executed this Release as of the day and year first above written.

Witness: \_\_\_\_\_

Volunteer: \_\_\_\_\_

Witness: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_

Witness: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_

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

\_\_\_\_\_

Phone (H): \_\_\_\_\_

(W): \_\_\_\_\_

(C): \_\_\_\_\_

Email: \_\_\_\_\_

Rev June 2013